TOWN OF ARLINGTON, MASSACHUSETTS PURCHASING DEPARTMENT SEVEN HUNDRED THIRTY MASSACHUSETTS AVENUE ARLINGTON, MA 02476

REQUEST FOR PROPOSALS FOR

COLD WATER METERS Contract No. 14-34

The Town of Arlington, MA, Town Manager's Office is seeking proposals for the purchase of water meters and registers that are compatible with the existing Itron 200W radio frequency (RF) modules and Itron Water SaveSource automatic meter reading system.

Copies of the specifications and other proposal documents may be viewed in-person at the Purchasing Department, 730 Massachusetts Ave, Arlington, Massachusetts 02476. Electronic copies may be obtained by contacting Andrea David of Weston & Sampson, via e-mail at davida@wseinc.com. Any vendors who obtain the RFP should register their interest with Weston & Sampson by providing their contact name, business name, address, email address, and telephone number, to assure that they will receive potential addenda. Inquiries on the Cold Water Meters shall be sent, in writing, to Mr. Timothy Corrigan of Weston & Sampson at 5 Centennial Drive, Peabody, Massachusetts 01960. In order to be considered, all inquiries must be received no later than seven (7) days prior to the proposal submission date listed at the bottom of this page.

Technical proposals must present evidence of qualifications and experience to fulfill the Town's equipment and service requirements as described in the specifications. The Reference Statement must be fully completed and included in the technical proposal envelope. **Proposals must also include in a separate sealed envelope a proposed cost for providing the necessary services.** The Price Proposal Form included with the proposal documents must be used. The General Instructions for Proposers and Specifications detail the proposal submittal requirements and evaluation criteria. Contract, Purchase Order Agreement and General Conditions for Contract documents are enclosed for informational purposes.

All material submitted by Proposers becomes the irrevocable and sole property of the Town unless otherwise specified in this RFP. The Town shall be under no obligation to return any proposal or material submitted by a Proposer in response to this RFP unless specified in this RFP. The Town of Arlington reserves the right to reject any and all Proposals, to waive any technicalities, and to accept any proposal in the best interest of the Town.

Proposal submissions (as required in the Proposal documents) must be received no later than 11:00 AM, prevailing time, on September 4, 2014 at the office of the Purchasing Department, 730 Massachusetts Avenue, Arlington, Massachusetts 02476.

Town of Arlington, Massachusetts Adam W. Chapdelaine Town Manager August, 2014

TOWN OF ARLINGTON, MASSACHUESTTS

COLD WATER METERS Contract No. 14-34

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TOWN OF ARLINGTON, MASSACHUSETTS

REFERENCE STATEMENT - ALL PROVIDERS

COLD WATER METERS Contract No. 14-34

(Fill Out Completely)

A. Organization providing Water Meters & Registers

The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all requirements of the contract documents:

1.	State how long your firm has been in business under the same business name and owner/management structure: years.
2.	Has your firm ever been terminated on an awarded contract, or has the proposer otherwise failed to complete any work awarded? If "yes", attach a description of the circumstances on a separate sheet. Include names and telephone numbers of customer(s): the Town will expand the list of references to include these specific customers, if any.
3.	Has your firm, within the previous five (5) years, performed work for the Town of Arlington? (yes or no)
4.	List on this form three (3) recent contracts under which your firm provided water meters of the type required by this contract and of the type proposed by the Proposer, at least one shall be in Massachusetts. If your firm's answer to Question #3 above is "YES", the Town of Arlington, Massachusetts shall be listed as an additional reference. [Use a separate sheet to identify additional references, only if desired. By electing to provide additional references, your firm is permitting the Town the option of expanding your list of references beyond the three (3) required to include some or all of the additions, even though other proposers may submit only the required three (3).]
5.	Has your firm, within the previous five (5) years, provided meters and registers to any community that utilizes Itron's 200W modules? (yes or no). If "yes", list on this form one (1) recent contract under which your firm worked with these modules.
6.	Has your company or any proposed Subcontractor Company, ever failed to complete any project, ever been removed from any project, or ever filed for bankruptcy? If so, describe the circumstances in full.
7.	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.

- 8. Describe the warranties and guarantees that will be provided with the equipment and system, including all terms and conditions. Equipment product information sheets, warranty certificates and guarantees must be provided and must meet the minimum criteria in the specifications.
- 9. The proposer must provide evidence of the company's and subcontractor's financial capacity to undertake this project (such as the most recent annual report).

В.	Recent Contracts:		
1.	Job:		
	Contract Amount:		
	Manufacturer and Number of Meters:		
	Range of Meter Size and Type:		
	AMR System:		
	Date Completed:		
	City/Town/Owner:		
	Contact Name:		
	Contact Telephone No.: () -		
2	T 1		
2.	Job:		
	Contract Amount:		
	Manufacturer and Number of Meters:		
	Range of Meter Size and Type:		
	AMR System:		
	Date Completed:		
	City/Town/Owner:		
	Contact Name:		
	Contact Telephone No.: () -		

3.	Job:
	Contract Amount:
	Manufacturer and Number of Meters:
	Range of Meter Size and Type:
	AMR System:
	Date Completed:
	City/Town/Owner:
	Contact Name:
	Contact Telephone No.: () -
C.	Recent Contracts with Itron 200W Modules (if Applicable): Job:
	Contract Amount:
	Manufacturer and Number of Meters:
	Range of Meter Size and Type:
	AMR System:
	Date Completed:
	City/Town/Owner:
	Contact Name:
	Contact Telephone No.: () -

EXACT NAME OF FIRM:
 a corporation, organized and existing under the laws of the State of
(_) a limited liability company
(_) an individual doing business as
BUSINESS ADDRESS: CITY/TOWN, STATE AND ZIP: TELEPHONE, including area code:

 $O: Arlington \\ Water \ Meter \ Managment \ 2014 \\ \ RFP \\ \ 02-Reference \ Statement. \\ docx$

TOWN OF ARLINGTON, MASSACHUSETTS

PRICE PROPOSAL FORM

COLD WATER METERS Contract No. 14-34

To - The Town of Arlington ("the Town"), acting through its Town Manager, as Awarding Authority.

- (a) The undersigned proposes to furnish all labor, materials and equipment to do all necessary work under this contract for the Town of Arlington, Massachusetts acting by its Town Manager and in accordance with the accompanying specifications, at the prices specified in the Price Proposal, subject to additions and deductions according to the contract document and in all respects according to the terms thereof.
- (b) The undersigned declares that no person in the employ of said Town has any pecuniary interest in this proposal or in the contract for the work it proposes to do and that it understands and agrees that the Town, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans relating to the work and that if any have been given or made they are to be considered solely as a base for filling out and comparing the several proposals.
- (c) The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- (d) Pursuant to M.G.L. CH. 62C, Sec 49A, the undersigned Proposer certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- (e) The undersigned agrees that it will within ten (10) days, Saturdays, Sundays and holidays excluded, after presentation by the Town Manager, execute the contract and begin work as required in the Specifications.

This Proposal Includes Addenda Numbered	:
---	---

The Proposer agrees to perform the work described in the specifications for the following lump sum and unit prices:

Base Proposal:

The Base Proposal includes supply of water meters, registers, and other additional equipment, as described herein. The items listed in the "Base Proposal" shall be furnished by June 30, 2016, in quantities and time intervals to be determined by the Town. The installation of the meters and registers is not included in this contract.

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
1		WATER METERS AND REGISTERS:	
1a	9,105 units	5/8-inch water meter with encoder register, furnished, per unit	\$
		(dollars)	_
		(cents)	_
		(\$	
1b	220 units	1-inch water meter with encoder register, furnished, per unit	\$
		(dollars)	_
		And	
		(cents)	_
		(\$	_
1c	45 units	1 1/2-inch water meter with encoder register, furnished, per unit	\$
		(dollars)	_
		And	
		(cents)	_
		(\$	_

^{*}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
2		PIT WATER METERS AND REGISTERS	:
2a	5 units	5/8-inch pit water meter with encoder register, furnished, per unit	\$
		(dollars) And	_
		(cents)	_
2b	5 units	1-inch pit water meter with encoder register, furnished, per unit	\$
		(dollars) And	_
		(cents)	-
2c	3 units	1 1/2-inch pit water meter with encoder register, furnished, per unit	\$
		(dollars) And	_
		(cents)	_
3		ADDITIONAL EQUIPMENT	
3a	190 units	5/8-inch meter coupling (straight), furnished, per pair	\$
		(dollars) And	_
		(cents)	_

^{*}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
3b	5 units	1-inch meter coupling (straight), furnished, per pair	\$
		(dollars)	-
		And	_
		(cents))	_
3c	3 units	1 1/2-inch flange and bolts, furnished, per pair	\$
		(dollars)	_
		And	
		(cents)	- -
3d	10 units	2-inch flange and bolts, furnished, per pair	\$
		(dollars) And	-
		(cents)	_
		(\$	-
3e	95 units	3/4-inch full port ball valve, furnished, per unit	\$
		(dollars)	-
		And	
		(cents)	_
		(\$	-
3f	5 units	1-inch full port ball valve, furnished, per unit	\$
		(dollars)	_
		And	
		(cents)	_
		(\$	-

^{*}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
3g	3 units	1 1/2-inch full port ball valve, furnished, per unit	\$
		(dollars)	_
		And	_
		(cents)	
		(\$	_
3h	10,000 feet	3-conducter 22 AWG wire metal spooled, furnished, per foot	\$
		(dollars)	_
		And	_
		(cents)	
		(\$	_
3i	500 units	Gel connectors, furnished, per unit	\$
		(dollars)	_
		And	_
		(cents)	
		(\$	_
3j	10,000 units	Water meter wire seal with 18" wire length, furnished, per unit	\$
		(dellers)	_
		(dollars) And	
		(cents)	_
		(\$)	_
		TOTAL OF BASE PROPOSAL	\$
*Quanti	ty assumed for co	mparison of Proposals.	
TOTAL	OF BASE PROP	OSAL:	
			2: 1 : :
	ine proposed cont	ract price for the "Base Proposal" Items 1 through	3 inclusive is:
			Dollars
and		Cents (\$).

STATE TAX COMPLIANCE

The undersigned, pursuant to Massachusetts General Laws Chapter 62C, section 49A, certifies under the pains and penalties of perjury, that the proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The proposal attached hereto is submitted by

Name of Firm:		
By:(Signed Name)	(T:4la)	(Data)
(Signed Name)	(Title)	(Date)
(Printed Name)		(Title)
Business Address:		
City, State, Zip Code:		
Геl. No	; FAX. No	
Fed. ID No.:		

CERTIFICATE AS TO CORPORATE PROPOSER

I, certify that	I am the
of the Corporation named as pro-	poser in
the Price Proposal Form: that who sig	ned said
Price Proposal Form on behalf of the Proposer was then	
of said Corporation, that I know his signature and that his signature thereto is gen	uine and
that said Price Proposal Form was duly signed, sealed and executed for and in behalf	lf of said
Corporation by authority of its governing body.	
(Corporate Seal)	
Signature:	
Title:	

TOWN OF ARLINGTON, MASSACHUSETTS

GENERAL INSTRUCTIONS FOR PROPOSERS

COLD WATER METERS Contract No. 14-34

- A. Attention of all proposers is directed to MGL Chapter 30B, and to all other applicable Sections of the General Laws of the Commonwealth of Massachusetts, and Municipal Ordinances and By-Laws, as most recently amended, which govern the award of this contract. They will be deemed to be included in the contract the same as though written out in full.
- B. No proposal received after the closing time and date established in the REQUEST FOR PROPOSALS for the receipt of proposals will be considered regardless of the cause for delay in the receipt of such proposals.
- C. Any proposer may correct, modify, or withdraw its proposal at any time prior to the scheduled closing time for receipt of proposals provided such is received by the Town Manager's Office prior to the closing time, and provided further that the final prices or terms will not be disclosed to the Purchasing Department/Town Manager's Office until the proposal is opened.
 - Any proposal may be withdrawn at any time prior to the scheduled closing time for receipt of proposals. Any proposal received after the time and date specified will not be considered. No proposer may withdraw a proposal after the established deadline.
- D. Proposers may view a copy of the proposal forms, specifications and other contract documents, at no cost at the office of the Purchasing Department, 730 Massachusetts Avenue, Arlington, Massachusetts 02476, or on the Purchasing Department Website. Electronic copies may be obtained by contacting Andrea David of Weston & Sampson, via e-mail at davida@wseinc.com. Any vendors who obtain the RFP should register their interest with Weston & Sampson by providing their contact name, business name, address, email address, and telephone number, to assure that they will receive potential addenda.
- E. Proposers must acquaint themselves with the requirements of the program, and shall thoroughly examine the proposal and contract documents, including all addenda and requirements for certificates of insurance, etc.. Failure of any proposer to acquaint itself with the proposal and contract documents shall in no way release that proposer from the obligations with respect to its proposal. By submitting a proposal, the proposer agrees that the contract documents and terms are adequate and that the desired results can be produced, unless a separate statement on company letterhead is submitted as discussed in the Specifications section of this RFP.

F. Proposals are to be submitted using a two (2) sealed envelope system as described.

Evaluation of technical proposals (contained in one sealed envelope) will be conducted as described in the Specifications. References **must** be submitted on the Town's "Reference Statement" form and are to be included in the sealed envelope containing the technical proposal. All technical proposals shall be submitted as a set of eight (8), one (1) original and seven (7) copies, completed in ink or typewritten, with one (1) of the seven (7) copies being an electronic copy on a CD.

Price Proposals, contained in the other sealed envelope, **must** be submitted on the forms which are included as part of this document. Details pertaining to the Price Proposals may be found in the technical specifications. Two (2) copies of the Price Proposal must be submitted, one (1) original and one (1) electronic copy on a CD.

If proposals are forwarded by mail, the two (2) sealed envelopes must be enclosed in another envelope addressed as specified in the Request for Proposals.

EACH PROPOSAL PACKAGE MUST CONTAIN:

- (1) Proposer's Technical Proposal (set of eight) in one sealed envelope. Envelope must be clearly labeled "Technical Proposal for Cold Water Meters". Technical proposals shall contain the following at a minimum:
 - Letter of Transmittal Addendums must be acknowledged on the first page of the Letter of Transmittal, i.e., ("We acknowledge the following Addendum", ")
 - Table of Contents
 - Evaluation Criteria including all supporting documentation
 - Exceptions (if applicable)
 - References
- (2) Proposer's Price Proposal Form, signed by the proposer, in the other sealed envelope. Envelope must be clearly labeled "Price Proposal for Water Meters and Automatic Meter Reading System" Price proposals shall contain the following at a minimum:
 - Price Proposal Form with State Tax Compliance, Certificate of Non-Collusion, and Certificate As To Corporate Proposer must be included, and Addendums acknowledged
- G. The Town plans to complete the meter replacement and installation over a two (2) year period utilizing its own forces. The Proposer shall fill out the Price Proposal Form for the Base Proposal in its entirety. All blank spaces for requested prices, must be filled in, in ink or typewritten, and must be legible. One (1) original and one (1) electronic copy on a CD of the Price Proposal must be submitted in a separate envelope from the technical proposal.

The main basis upon which prices of all proposers will be compared shall be the **TOTAL PRICE OF BASE PROPOSAL** per the Price Proposal Form. Note that recognition of bid prices will be a factor in arriving at an overall "Most Advantageous" rating.

- H. All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In the event of a discrepancy between the unit price and the extension, the unit price will govern. In the event of discrepancy between the words and the numeric values, the words shall govern. 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. If the contract is awarded, it will be awarded to the most advantageous proposal, as determined by the Town's comparative evaluation of technical proposals, product demonstrations and proposed prices.
- J. The Town of Arlington, acting through its Town Manager, reserves the right to award the contract, or to reject any and all proposals if it is in the public interest to do so. The Town reserves the right to waive any informalities.
- K. By submitting its proposal, the proposer agrees to execute the contract and to provide the specified services within the agreed upon time.
- L. The Town of Arlington is an exempt purchaser under Massachusetts Laws. Its Exemption Certificate number is 046-001-070.
- M. Each proposer must inform itself fully of the conditions relating to the project. Failure to do so will not relieve a successful proposer of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.
- N. All proposals must be complete, factual, and signed by an authorized officer of the successful proposer's organization.
- O. Failure to comply with the above conditions, requirements and specifications or any attached conditions, requirements or specifications may be justification to reject any bid as incomplete.
- P. Erasures or other changes in the proposal must be explained or noted over the signature of the proposer.

 $O: Arlington \backslash Water\ Meter\ Managment\ 2014 \backslash RFP \backslash 04\text{-}General\ Instructions.} docx$

TOWN OF ARLINGTON, MASSACHUSETTS

PURCHASE ORDER AGREEMENT

COLD WATER METERS Contract No. 14-34

2014, by a "OWNER,	CHASE ORDER AGREEMENT, made this day of, and between the party of the first part, the Town of Arlington, hereinafter called " acting herein through its Town Manager, and the party of the second part,
	doing business as a corporation located in the Town/City of, and State of, hereinafter called "CONTRACTOR."
mentioned,	ETH: That for and in consideration of the payments and agreements hereinafter to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the R to commence and complete the project described as follows:
	COLD WATER METERS Contract No. 14-34
connection materials, s accessories and prices	called the project, for the sum of
The follow attached:	ving documents shall be considered part of this purchase order agreement and are
	"Price Proposal for Cold Water Meters" as submitted by, and dated
2.	"Technical Proposal for Cold Water Meters", as submitted by, and dated
3.	"Request for Proposals for Cold Water Meters", as submitted by, and dated
4.	"Certificate of Insurance for Cold Water Meters", as submitted by, and dated
The Propo	ser hereby agrees to commence work under this contract on or before a date to be

fixed in the written "Purchase Order Agreement" given by the OWNER to the CONTRACTOR and to fully complete the contract by June 30, 2016. Delivery of positive displacement meters and registers shall be within 60 calendar days from the date of receipt of individual purchase orders. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$400 for each

consecutive calendar day thereafter during which the material has not been delivered, as provided in the Liquated Damages paragraph of the General Conditions for Contract.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State laws and Regulations exist, the more stringent requirement shall apply.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGR	REED:	
	Town of Arlington, Massachusetts	
	(Owner)	
Ву		
	Town Manager	Date
Ву		
	(Contractor)	Date
	(Name)	
	(Title)	
	(Address)	
	(City and State)	
Appı	roved as to Form:	
By_	(Owner's Counsel)	
	(Owner's Counsel)	
	(Name)	
amou	ccordance with M.G.L. C.44, Section 31C, this ant of is available and that the Contract and approve all requisitions and change of	Town Manager been authorized to execut
By_		
-	(Owner's Accountant)	

(Name)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I,	_, hereby certify that I am the duly qualified and acting
Secretary of	and I further certify that a meeting of the
(Name of Corpora	
Directors of said company, duly call	ed and held on, at which all members
	(Date of Meeting)
were present and voting, the following	ng vote was unanimously passed:
VOTED: To authorize and e	mpower
Anyone acting singly, to execute F Corporation.	forms of General Bid, Contracts or Bonds on behalf of the
I further certify that the above vote respect.	is still in effect and has not been changed or modified in any
By:	
<i>D</i> y	(Secretary of Corporation)
A True	e Copy:
Attact	
Aucst.	(Notary Public)
Mv Co	ommission Expires:
y	(Date)

STATEMENT OF COMPLIANCE

I,	, as	of
(Title)		
	, whose principal p	place business is located
at	, do hereby cer	rtify that the above name
	has complied with all law	s of the Commonwealth
of Massachusetts relating to taxes, repor	rting of employees and contractors as	nd withholding and
remitting child support in accordance w	ith the provisions of Massachusetts (General Laws, Chapter
62C, S.49A, as amended.		
Signed under penalties of perjury this _	day of	, 20
	Signature of Authorize	ed
	Representative of Contr	actor

 $O:\ \ Arlington\ \ \ Water\ \ Meter\ \ Managment\ \ 2014\ \ \ Purchase\ \ Order\ \ Agreement. docx$

TOWN OF ARLINGTON, MASSACHUSETTS

GENERAL CONDITIONS FOR CONTRACT

COLD WATER METERS Contract No. 14-34

1. <u>Acceptance of Contract</u>

The Town of Arlington, hereinafter called "OWNER" shall not be bound by this order until the CONTRACTOR executes and returns to OWNER the acknowledgment copy of the order. CONTRACTOR shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment or when it delivers to OWNER any of the items ordered, or renders for OWNER any of the services ordered herein. No contract shall exist except as hereinabove provided.

2. Amendments

No agreement or understanding to modify this contract shall be binding upon the OWNER unless in writing and signed by OWNER's authorized agent. All specifications, drawings, and data submitted to CONTRACTOR with this order are hereby incorporated herein and made a part hereof.

3. <u>Changes</u>

The OWNER reserves the right at any time to make changes in any one or more of the following (a) Specifications, drawings and data incorporated in this contract where the items to be furnished are to be specially manufactured for the OWNER; (b) Methods of shipment or packing; (c) Place of delivery and (d) Time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by CONTRACTOR for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by CONTRACTOR of the change. Price increases or extensions of time for delivery shall not be binding on OWNER unless evidenced by a Purchase Order Change Notice issued and signed by OWNER.

4. Interpretation of Basic Estimate Quantities

All proposals will be compared on the estimate of quantities of work to be supplied and or/supplied and installed as shown in the Price Proposal Form. The CONTRACTOR agrees that these quantities are being set forth as a basis for the comparison of the proposals only and the parties also expressly agree that the actual amount of work may not correspond therewith. The OWNER reserves the right to adjust said quantities in accordance with actual conditions as found to exist during the course of the work. An

increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the contract unit prices, nor time allowed for completion of the work, except as provided in the Contract.

5. <u>Delivery</u>

Time is of the essence in this contract, and if delivery of items or rendering of services is not completed by the time promised, the OWNER reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by CONTRACTOR, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the CONTRACTOR 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 CONTRACTOR servable. Shipments sent C.O.D. without OWNER's written consent will not be accepted and will be at CONTRACTOR's risk.

6. Inspection

Materials or equipment purchased hereunder are subject to inspection and approval at the OWNER's destination. OWNER reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or CONTRACTOR's warranty (express or implied). OWNER will charge CONTRACTOR for the cost of inspecting merchandise rejected. Items not accepted will be returned to CONTRACTOR at CONTRACTOR's expense. Payment for any article hereunder shall not be deemed an acceptance thereof.

7. Warranty

By accepting this order CONTRACTOR hereby warrants that the items and services to be furnished hereunder will be in full conformity with OWNER's specifications, drawings and data, or CONTRACTOR's samples and that items furnished hereunder will be fit for the use intended by OWNER. CONTRACTOR agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to OWNER by CONTRACTOR.

8. Property Furnished to CONTRACTOR by OWNER

Unless otherwise agreed in writing, all special dies, molds, patterns, jigs, fixtures, and any other property furnished to the CONTRACTOR by the OWNER, or specifically paid for by the OWNER, for use in the performance of this contract, shall be and remain the property of the OWNER, shall be subject to be removed upon the OWNER's instruction, shall be used only in filling orders from the OWNER, shall be held at the CONTRACTOR's risk, and shall be kept insured by the CONTRACTOR at the CONTRACTOR's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the OWNER. Copies of policies or certificates of such insurance will be furnished to OWNER on demand.

9. Patents

CONTRACTOR undertakes and agrees to defend at CONTRACTOR's own expense, all suits, actions, or proceedings in which OWNER, any of OWNER's distributors or dealers, or the users of any of OWNER's products are made defendants 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 CONTRACTOR's design or selection, originally submitted to CONTRACTOR by OWNER) 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.

10. Price

OWNER shall not be billed at prices higher than stated in the Price Proposal unless authorized by a Contract Amendment issued and signed by OWNER. CONTRACTOR represents that the price charged for the items or services covered by this order complies with applicable government regulations in effect at time of quotation, sale or delivery. CONTRACTOR agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order.

11. 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 proposer during the duration of this contract, the CONTRACTOR shall notify the OWNER. 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 the General Conditions for Contract. The Owner shall have the option to purchase the new equipment or new technology.

12. 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 CONTRACTOR shall notify the OWNER immediately. The CONTRACTOR shall also inform the OWNER of what equipment will replace the discontinued equipment. The pricing of the replacement equipment shall meet the requirements of Item 10 in the General Conditions for Contract.

13. Measurement and Payment

A. For unit priced items, the CONTRACTOR shall be paid in accordance with the actual quantity of each specific item that the CONTRACTOR has supplied, less any applicable monies retained. No additional compensation shall be paid to the CONTRACTOR for items not supplied.

- B. Each month, the CONTRACTOR's authorized representative shall meet with the OWNER's representative to determine the amount of materials supplied.
- C. Once each month the CONTRACTOR shall prepare and sign an Application for Payment, and submit the original and five (5) copies for review and signature of the OWNER's representative. These completed forms will provide the basis upon which payment will be made to the CONTRACTOR.
- D. No payment of any Application for Payment or of any retained percentage shall relieve the CONTRACTOR of his obligation to repair or replace any defective parts of the materials. The CONTRACTOR's obligation is explained in the "Specifications" section of this Request for Proposals.
- E. Materials and equipment, when so paid for by the OWNER, shall become the property of the OWNER, and in the event of default on the part of the CONTRACTOR, the OWNER may use, or cause to be used, these materials and equipment in a manner determined by the OWNER.
- F. The OWNER may retain five percent (5%) of payments from the Application for Payment until the project has been deemed Substantially Complete.

14. Compliance with Laws

In accepting this order CONTRACTOR 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 OWNER from any violation thereof. By acceptance hereof, CONTRACTOR certifies compliance with the "Fair Labor Standards Act" of 1938, as amended, in the performance of this order.

15. Non-Discrimination

By acceptance hereof, CONTRACTOR 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.

16. <u>Interpretation of Contract</u>

This contract shall be construed according to the laws of the Commonwealth of Massachusetts.

17. Liquidated Damages

A. If the CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the

CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contract shall be in default after the time stipulated in the Contract for completing the work. Such damages may be retained from time to time by the OWNER from progress payments or any amounts owing to the CONTRACTOR, or otherwise collected.

- B. The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.
- C. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein as definite and certain length of times if fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the CONTRACTOR shall not be charged with liquidated damages of any excess cost when the OWNER determines that the CONTRACTOR is without fault and the CONTRACTOR's reasons for the time extension are acceptable to the OWNER. Provided, further, that the CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
 - 1) to any preference, priority or allocation order duly issued by the Government;
 - 2) to unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - 3) to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections C(1) and C(2) above;
- D. Provided, further, that the CONTRACTOR shall, within ten (10) days from the beginning of such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the Contract, notify the OWNER, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.
- E. The CONTRACTOR hereby agrees to commence work under this Contract on or before the date of the Purchase Order given by the OWNER to the CONTRACTOR. Delivery of water meters, registers, and additional equipment shall be within 60

calendar days from the date of receipt of individual purchase orders. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$400 for each consecutive calendar day thereafter during which the material has not been delivered.

18. Conflict of Interest

- A. The successful proposer agrees that, to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The successful proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under the agreement.
- B. No employee of the municipality and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall:
 - 1. Participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; or
 - 2. Have any financial interest, direct or indirect in this agreement or the proceeds thereof.

19. Insurance

The successful proposer shall maintain during the life of the contract, pursuant to the RFP, the following insurance coverage for not less than the following amounts or greater where required by law. The successful proposer shall also take out and maintain for the term of the contract all coverages required by the statute or regulation. The Town of Arlington shall be named as an additional insured.

General Liability

Bodily Injury Liability: \$1,000,000 per occurrence Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability: \$1,000,000 per occurrence Property Damage Liability \$500,000 per occurrence (or combined single limit) \$1,000,000 per occurrence

20. Rules and Regulations

The proposer's attention is directed to the fact that 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.

21. <u>Substantial Completion</u>

- A. Substantial completion shall be when greater than 95% of the estimated contract quantity of meters have been furnished, or June 30, 2016, whichever comes first. The CONTRACTOR shall notify the OWNER in writing that the entire work is substantially complete, except for items specifically listed by the CONTRACTOR as incomplete, and shall request that a certificate of Substantial Completion be issued. The OWNER and CONTRACTOR shall make an inspection of the work to determine the status of completion. If the OWNER does not consider the work Substantially Complete, the CONTRACTOR will be notified in writing giving the reasons therefore.
- B. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

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TOWN OF ARLINGTON, MASSACHUSETTS

COLD WATER METERS Contract No. 14-34

SPECIFICATIONS

1. GENERAL

The Town of Arlington, herein referred to as "the Owner", or, "the Town", solicits proposals for the supply and delivery of water meters and registers that are compatible with the Town's existing Itron 200W radio frequency (RF) modules and Itron Water SaveSource automatic meter reading (AMR) system. The water meters and registers supplied and delivered by the chosen proposer, herein called "Proposer", <u>will not</u> be installed by the Proposer. The Owner will install the meters and registers with their own forces.

This request for proposals (RFP) is to procure residential meters and registers that are compatible with the existing RF AMR system. The Proposer will also furnish all materials, equipment, and incidentals necessary to train the Owner or its designated representative in the proper installation of the meters and registers.

Technical proposals explaining the meters will be evaluated against individual criteria. A copy of the proposal evaluation criteria is attached. From the individual criteria rankings, the Owner will rank the proposals overall as "Highly Advantageous," "Advantageous," or "Not Advantageous," or "Unacceptable." Proposals receiving a "Not Advantageous" or "Unacceptable" ranking for an individual criterion does not necessarily mean that the proposal's overall ranking will be "Not Advantageous" or Unacceptable."

All price proposals will be opened. The Owner will award the contract (if one is awarded) to the firm that, in the Owner's sole opinion, submits the <u>most advantageous</u> proposal, taking into account the price of the proposal, available funding, technical proposals, and current customer references.

Payments will be based upon receipt and acceptance by the Owner of each individual item listed in the Price Proposal Form.

2. BACKGROUND

The Owner provides service to 12,700 water and sewer accounts. In 2011 the Owner installed an Itron Water SaveSource Fixed Network Automatic Meter Reading ("AMR") System with Itron 200W RF modules. As part of the 2011 metering improvements program they replaced meters 2-inch and larger. The older existing smaller meters are typically Neptune ARB V positive displacement water meters. The newer existing smaller meters are Neptune T-10 positive displacement meters with ProRead AutoDetect or E-Coder registers.

During the 2011 conversion to the Water SaveSource AMR system, older Neptune ARB V were retrofit with Itron 200W RF modules. This involved cutting existing ARB V wire at the outdoor remote receptacle, and using a gel-cap wire connector to join the existing wire to the Itron 200W RF module, which was shipped with a 6-inch pigtail. The Owner followed Itron's published guidance to match RF module wire color convention to ARB V wire color convention.

3. SCOPE OF REQUESTED SERVICES

This contract includes purchase of water meters and registers sufficient to replace meters ten years in service and longer. The Owner plans to retain the existing RF modules and ARB V wire, wherever possible. The meters and registers must be compatible with existing RF modules and AMR system. The Owner plans to utilize their own personnel to perform installation work over the next two years. The Proposer shall fill out the Base Proposal in it's entirety. All blank spaces for requested prices in proposals being submitted must be filled in, in ink or typewritten, and must be legible.

The Owner is requesting proposals for the following products and services, as further described herein:

- 1) Supply and delivery of positive displacement, 5/8-, 3/4-, 1-, and 1 1/2-inch cold water meters complete with absolute encoder registers.
- 2) Supply and delivery of ancillary equipment (valves, fittings, etc)
- 3) Technical support services

The Owner seeks to enter into a contract with a qualified vendor responsible for supplying the noted products and services. The successful Proposer must demonstrate its ability to deliver water meters and registers that adhere to the specifications outlined in this document, and to provide, as references, three (3) other water utilities where the meters and registers have been installed and are operating successfully. The proposal must discuss how long the proposed meters and registers has been manufactured and supported by the Proposer. The proposal must also discuss how long the meters and registers will continue to be supported. The technical proposal should include a history of the company's complete meter and register offerings. Proposals will be evaluated according to the selection criteria established within this document.

4. <u>PROPOSAL SUBMITTAL CRITERIA</u> – See General Instructions for Proposers

5. <u>EVALUATION CRITERIA</u>

Any Proposer submitting a proposal must satisfy the minimum criteria listed in the Evaluation Criteria Form. **Proposals which do not demonstrate compliance with minimum criteria will not be considered further.**

Proposals will be reviewed and evaluated in accordance with the following criteria, listed below in random order. Attached for informational purposes is a copy of the Proposal Evaluation Criteria forms to be used by the Owner in rating the proposals. Proposers are required to submit information on all these criteria:

- 1. Positive Displacement Meters
- 2. Registers
- 3. Support Services and Warranty
- 4. Experience

The proposals will be evaluated by a committee including, but not limited to, the following individuals:

Michael Rademacher, Director of Public Works Michael Tassinari, Water & Sewer Superintendent

The evaluation of the technical proposal will be conducted in September 2014.

6. EXCEPTIONS

Proposers shall furnish a separate statement on Company letterhead, title "EXCEPTIONS" and listed in their Table of Contents, giving a complete description of all exceptions to the terms, conditions, and specifications outlined within this document. If a statement is not provided, the Owner will assume that the Proposer is 100 percent compliant with the contract documents.

7. POSITIVE DISPLACEMENT METERS

The positive displacement meters shall be of the type known as nutating disc, oscillating piston, or turbine with floating ball technology design type. All meters furnished shall be of new construction and conform to the AWWA's Standard Specifications for Cold Water Meters, C700 latest revision. All meters shall carry, at a minimum, the following published guarantees: All meters shall be guaranteed for one (1) year on material and workmanship. The meters shall be guaranteed to meet AWWA New Meter Accuracy Standards for a period of five (5) years for the 5/8-inch and 3/4-inch meters, three (3) years for the 1-inch meters and one (1) year for the 1 1/2inch meters from the date of purchase. At the expiration of this period, the meters shall be guaranteed to meet AWWA Repaired Meter Accuracy Standards for fifteen (15) years for 5/8-inch, 3/4-inch and 1-inch meters and for ten (10) years for 1 1/2-inch meters from the date of shipment. Encoder registers shall be guaranteed for at least ten (10) years from the date of purchase. All guarantees are the responsibility of the manufacturer. All meters shall consist of high-quality nolead bronze or epoxy coated ductile iron main case, with raised markings to indicate the direction of flow and size. The meter serial number shall be stamped on the main case. The no-lead bronze or epoxy coated ductile iron main case shall be certified by NSF 61, shall comply with NSF 61 Annex F, which sets the maximum allowable lead leach limit to 5 ppb, and shall comply with NSF 372, which sets the maximum lead content for a product to be 0.25% (15 ppb) lead for all wetted components. The housing shall be designed so that any distortion occurring at a working pressure of 150 psi will not affect the accuracy of the meters.

The measuring chamber shall be of a 2-piece snap-joint type. The measuring chamber shall be made of non-hydrolyzing synthetic polymer, shall be smoothly and accurately machined and shall contain a removable or fixed molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together. The control block assembly

shall be removable or fixed to facilitate repairs and allow for a greater disc socket wear surface for increased longevity. Control block assemblies shall be designed as not to allow any magnetic slippage that would result in a loss of revenue. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an 'o' ring gasket to eliminate any chamber leak paths.

The bottom closure of the outer casing for 5/8-inch, 5/8 x 3/4-inch, 3/4 x 3/4-inch, and 1-inch meters shall be of such design that the bottom closure will yield or break under normal freezing conditions to minimize damage to any other part of the meter. The screws for the bottom closure shall have holes for installation for wire seals.

All meters shall contain removable polypropylene plastic or ductile iron strainer screens. The strainer shall be located near the inlet maincase port before the measuring chamber and control block assembly. The strainer shall be designed for minimum pressure loss and shall be of the same manufacturer as the meter. The effective straining area shall be at least double that of the meter main case inlet area.

To ensure accuracy, each meter must be accompanied by a factory test tag certifying the new meter accuracy standards of AWWA C700 (low, intermediate, and full flow).

The 1 1/2-inch positive displacement meters shall have flanged ends.

8. REGISTERS

Registers shall conform to the latest revision of AWWA C707. Registers shall be straight reading (cubic feet), hermetically sealed with 100 percent moisture protection, magnetic drive type and shall contain a true contactless absolute encoder. Registers shall be guaranteed for 10 years and shall have the size, model and date of manufacture stamped on the register. The register shall contain a mechanical or electronic low flow indicator to provide leak detection. The mechanical low-flow indicator dial shall be of the center sweep pointer type and shall contain 100 equally divided gradations at its periphery with each tenth graduation numbered.

The registers shall provide a minimum of six (6)-digit meter reading. The unit shall encode the six (6) most significant digits of the meter reading for transmission through the RF module. Eight (8) digit meter reading and transmission shall be considered "highly advantageous".

The minimum digital output of the encoder shall be as shown in the following Table.

Meter Size	Maximum Allowable Indication of Initial Dial (Cubic Feet)
5/8-inch Positive Displacement	1
3/4-inch Positive Displacement	1
1-inch Positive Displacement	1
1 1/2-inch Positive Displacement	1

The electronic encoded register assembly shall transmit a signal through properly shielded (grounded) transmission wire. The electronic encoder register shall provide digitally formatted data to the RF module representing accurate meter information. Registers shall be secured to the maincase by means of a tamperproof seal pin to allow for in-line replacement. The use of seal screws is not acceptable. The encoder register shall be removable from the meter without disassembling the meter body and shall permit field installation and/or removal without taking the meter out of service.

Registers shall be compatible with meters supplied. Registers to be installed in pits shall be protected against pit environments and shall be capable of operating in submerged environment. The register serial number shall match the meter serial number for all new meters and shall be imprinted on the register lid.

Terminal screws must be easily accessible on the absolute encoder register for making connections to existing wiring. A suitable port cover shall be provided to cover the terminals after they have been wired. To facilitate connecting existing wire (originally from Neptune ARB V system) to the register, registers that match Neptune's terminal-screw and wiring color convention shall be ranked "highly advantageous". For reference, the Itron 200W wiring table is presented herein:

Use the register wiring table when connecting the 200WM Remote endpoint to
the meter register. Endpoint connections are designated with a letter, either A or
B, and a wire color. Connection depends on the type of meter.

			140 14	
Manufactu	rer/ Register	Red	White	Black
AMCO	Digital	B*	R*	G*
AMCO	Scancoder/InVISION	R*	В*	G*
Badger	2-Wire RTR	Red	Bare (if present)	Black
Badger	3-Wire RTR	Red	White	Black
Badger	ADE	Green	Black	Red
Hersey	Translator	G*	В*	R*
Neptune	ARB V	R*	G*	B*
Neptune	ProRead, ProRead Auto	R*	G*	В*
Sensus	ICE/ECR Series	G*	B*	R*
Metron Farnier	Spectrum (OEM)	G	В	R

^{*} Indicates the letter identifier or screw color on the register and may not be the actual wire color.

Per Itron 200W Installation Guide

The proposed registers must be compatible with the Owner's existing Itron 200W radio frequency (RF) modules and Itron Water SaveSource automatic meter reading (AMR) system.

9. METER COUPLINGS AND FLANGES

Meter couplings shall include compression couplings for quick, watertight, connections to existing piping without threading, flaring, or soldering existing piping. Gaskets shall be included and be made of Buna-N. All meter coupling connection threads shall be fine thread for direct connection to the meter. Meter couplings shall be NSF/ANSI 61 Annex F and Annex G and NSF/ANSI 372 certified by an ANSI accredited organization and shall be stamped or embossed with a mark or name indicating that the product is manufactured from a low-lead alloy.

Flanges shall come as a pair and be made of brass as specified in AWWA C800. All brass components that come into contact with potable water shall be made from either CDA/UNS Brass Alloys C89520 or C89833 and shall not contain more than twenty five hundredths of one percent (0.25% or less) total lead content by weight. The lead leach limit of the corporation stops shall be 5 ppb. Flanges shall be NSF/ANSI 61 Annex F and Annex G and NSF/ANSI 372 certified by an ANSI accredited organization and shall be stamped or embossed with a mark or name indicating that the product is manufactured from a low-lead alloy, as specified above. Gaskets shall be included and be made of Buna-N. Bolts for the flanges shall be 316 stainless steel.

10. WATER VALVES:

All 5/8-inch through 2-inch inlet valves shall be of the ball type design supplied with handles. All valves shall be constructed of waterworks brass per ASTM B-62, Index 115 (85-5-5-5). The valve must be non-directional and designed to withstand a working pressure of up to 300 psi.

The ball valves shall contain a ball that rotates within two Buna-N rubber seats. The brass shall be fluorocarbon coated or made of no lead bronze. The valve must contain two Buna-N "O" rings in the stem to assure a permanent watertight seal at the top. The valve shall be constructed of a solid one piece tee-head and stem. The valve handle shall be constructed of waterworks brass per ASTM B-62, Index 115. Valves shall be NSF/ANSI 61 Annex F and Annex G and NSF/ANSI 372 certified by an ANSI accredited organization and shall be stamped or embossed with a mark or name indicating that the product is manufactured from a low-lead alloy.

The compression ends must include: CTS, IP, PET, PEP, and PCV. The compression end of the CTS, PET, and Class 250 PBT or PEP transition coupling shall have a Buna-N gasket for a watertight seal, and a bronze split ring to ensure a mechanical seal and lock on the pipe. The valve must be available in all of the following end configurations:

- Meter connection x Compression
- Female Iron Pipe x Compression
- Male Iron Pipe x Compression
- Compression x Compression

11. WIRE, WIRE SEAL, & GEL CONNECTORS

Wire shall be 3 conductor 22 AWG stranded (7x30) tinned copper conductors, with polypropylene insulation, aluminum-polyester shield (100% coverage), and PVC jacket. Gel connectors shall be suitable for a weatherproof joining of 22 AWG stranded wire.

Wire seals shall be stainless steel (lead-free). Seals shall be constructed for toolless installation and shall be heat stamped with a serial number and identification letters to be specified by the Town. Wire length shall be 18-inches per unit.

12. <u>DELIVERY</u>

- All products must be transferred and handled in accordance with the manufacturer's instructions.
- Shipment of products shall be promptly inspected to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- All products shall be delivered to a location determined by the Owner (within the Town of Arlington, MA) and unloaded into a designated storage area.
- Delivery schedule and shipping methods are to be appropriate for quantities and time frame of the project. Delivery of meters, registers, and ancillary supplies shall be within 60 calendar days of issuing a purchase order. Proposers must provide an estimate of shipping schedule.
- All manufacturer warranties for the products must be transferred to the Owner upon final acceptance by the Owner.
- All work on the project, including set-up and training, shall be satisfactorily completed within the contract duration fixed in the Purchase Order Agreement.

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TOWN OF ARLINGTON, MASSACHUSETTS

COLD WATER METERS Contract No. 14-34

PROPOSAL EVALUATION CRITERIA

Minimum Criteria

- 1. The Proposer must provide a minimum of 3 **positive/successful** references for the proposed water meters and registers. References must have a minimum of 9,500 endpoints under the applicable contract and all references must be for a water system. System must be currently in operation collecting meter readings and other data from installed endpoints. References must be submitted on the Reference Statement.
- 2. The proposed meter and register manufacturer must have manufactured the proposed product for a minimum of three (3) years.
- 3. The Proposer must provide the most recent annual reports or bank reference for all companies included in the proposal as evidence of each company's financial capacity to undertake this project.
- 4. The Price Proposal must be submitted separately from technical proposal.
- 5. The proposed registers must be compatible with the Owner's existing Itron 200W radio frequency (RF) modules and Itron Water SaveSource automatic meter reading (AMR) system.

Equipment

1. Positive Displacement Meters/Alternative Water Meters

Highly Advantageous

- All meters furnished:
 - o Are of new construction and unused; and
 - o Conform to the AWWA's Standard Specifications for Cold Water Meters, C700 latest revision; and
 - Are NSF 61 certified and comply with NSF 61 Annex F and NSF 372;
 and
- The technical proposal includes manufacturer's warranties for the meters that exceed the minimum guarantees listed in the Technical Specifications; and
- Published accuracy and headloss characteristics outperform applicable AWWA Standards.

Advantageous

- All meters furnished:
 - o Are of new construction and unused; and
 - o Conform to the AWWA's Standard Specifications for Cold Water Meters, C700 latest revision; and
 - Are NSF 61 certified and comply with NSF 61 Annex F and NSF 372;
 and
- The technical proposal includes manufacturer's warranties for the meters that meet the minimum guarantees listed in the Technical Specifications.
- Published accuracy and headloss characteristics perform consistent with applicable AWWA Standards.

Not Advantageous

- All meters furnished:
 - o Are of new construction and unused; and
 - o Conform to the AWWA's Standard Specifications for Cold Water Meters, C700 latest revision; and
 - Are NSF 61 certified and comply with NSF 61 Annex F and NSF 372;
 and
- The technical proposal includes manufacturer's warranties for the meters that are less than the minimum guarantees listed in the Technical Specifications.
- Published accuracy and headloss characteristics perform consistent with applicable AWWA Standards.

Unacceptable

- Meters furnished do not meet one or more of the following:
 - o Are of new construction and unused; and
 - o Conform to the AWWA's Standard Specifications for Cold Water Meters, C700 latest revision; and
 - Are NSF 61 certified and comply with NSF 61 Annex F and NSF 372;
 and
- The technical proposal does not include manufacturer's warranties for the meters as listed in the Technical Specifications.
- The technical proposal does not include published accuracy and headloss characteristics outperform applicable AWWA Standards.

2. Registers

Highly Advantageous

- All registers:
 - o Are absolute encoder or absolute electronic encoder; and
 - o Conform to the latest revision of AWWA C707; and
 - o Encodes a minimum of eight significant digits; and
 - Terminal Screw color scheme matches current wire color convention; and
 - o Are tamper resistant; and
 - o Compatible with supplied meters; and
 - o Compatible with the Owner's existing Itron 200W RF modules and Itron Water SaveSource AMR system; and
 - o Manufacturer's guarantee that exceeds the terms listed in the Technical Specifications.

Advantageous

- All registers:
 - o Are absolute encoder or absolute electronic encoder; and
 - o Conform to the latest revision of AWWA C707; and
 - o Encodes a minimum of six significant digits; and
 - Terminal Screw color scheme matches current wire color convention;
 and
 - o Are tamper resistant; and
 - o Compatible with supplied meters; and
 - Compatible with the Owner's existing Itron 200W RF modules and Itron Water SaveSource AMR system; and
 - o Manufacturer's guarantee that meets the terms listed in the Technical Specifications.

Not Advantageous

- All registers:
 - o Are absolute encoder or absolute electronic encoder; and
 - o Conform to the latest revision of AWWA C707; and
 - o Encodes a minimum of six significant digits; and
 - o Are tamper resistant; and
 - o Compatible with supplied meters; and
 - Compatible with the Owner's existing Itron 200W RF modules and Itron Water SaveSource AMR system; and
 - o Manufacturer's guarantee is less than the terms listed in the Technical Specifications.

Unacceptable

- The registers do not meet one or more of the following:
 - o Are absolute encoder or absolute electronic encoder; or
 - o Conform to the latest revision of AWWA C707; or
 - o Encodes a minimum of six significant digits; or
 - o Are tamper resistant; or
 - o Compatible with supplied meters; or
 - o Compatible with the Owner's existing Itron 200W RF modules and Itron Water SaveSource AMR system; and
 - o Manufacturer's guarantee that is less than the terms listed in the Technical Specifications.

Warranties & Support

3. Support Services and Warranty

Highly Advantageous

- Technical proposal contains information and specified requirements on all of the following items:
 - o Response time; and
 - o Terms of warranties for all equipment; and
- All required warranties exceed the minimum period listed in the Technical Specifications.

Advantageous

- Technical proposal contains information and specified requirements on all of the following items:
 - o Response time; and
 - o Terms of warranties for all equipment; and
- All required warranties meet the minimum period listed in the Technical Specifications.

Not Advantageous

- Technical proposal contains information and specified requirements on all of the following items:
 - o Response time; and
 - o Terms of warranties for all equipment; and
- Some or all required warranties are less than the minimum period listed in the Technical Specifications.

Unacceptable

- Technical proposal does not contain information and/or specified requirements on one or more of the following items:
 - o Response time; and
 - o Terms of warranties for all equipment; and
- All required warranties are less than the minimum period listed in the Technical Specifications.

Experience, Financial Strength, & Stability of Proposer

4. Experience

Highly Advantageous

- Same business name and Owner/Management structure for 10 or more years; and
- Proposed meters have been supported and/or manufactured for 10 or more years; and
- Proposed meter/AMR vendor(s) have been operating in the United States, in their respective industries, for 15 or more years.

Advantageous

- Same business name and Owner/Management structure for 5-9 years; and
- Proposed meters have been supported and/or manufactured for 5-9 years;
 and
- Proposed meter/AMR vendor(s) have been operating in the United States, in their respective industries, for 10-14 years.

Not Advantageous

- Same business name and Owner/Management structure 1-4 years; and
- Proposed meters have been supported and/or manufactured for 3-4 years;
 and
- Proposed meter/AMR vendor(s) have been operating in the United States, in their respective industries, for 5-9 years.

Unacceptable

- Same business name and Owner/Management structure less than 1 year; and/or
- Proposed meters have been supported and/or manufactured for less than 3 years; and/or
- Proposed meter/AMR vendor(s) have been operating in the United States, in their respective industries, for less than 5 years.

Capital Expense

5. Capital Cost

Price Proposals shall be ranked relative the Owner's budget and the prices received by other proposers.

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