

Solicitation 18-31-P

Manual Meter Replacement

Bid Designation: Public

City of Lewisville, Texas

Bid 18-31-P Manual Meter Replacement

Bid Number	18-31-P
Bid Title	Manual Meter Replacement
Bid Start Date	Jul 13, 2018 10:22:23 AM CDT
Bid End Date	Aug 16, 2018 5:30:00 PM CDT
Question & Answer End Date	Aug 9, 2018 5:30:00 PM CDT
Bid Contact	Tracey Ogurek Buyer Finance
Bid Contact	Todd White
Pre-Bid Conference	Jul 25, 2018 10:00:00 AM CDT Attendance is optional Location: Department of Public Services 1100 N. Kealy Ave., Suite C Lewisville, TX 75057 Conference Room C
Standard Disclaimer	All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The successful bidder will be required to certify compliance, if applicable.

Addendum # 1

New Documents	Attachment A - Pricing Sheet Revised July 26, 2018.xlsx		
Removed Documents	Attachment A - Pricing Sheet.xlsx		
Previous End Date	Aug 2, 2018 5:30:00 PM CDT	New End Date	Aug 16, 2018 5:30:00 PM CDT
Previous Q & A End Date	Jul 31, 2018 5:30:00 PM CDT	New Q & A End Date	Aug 9, 2018 5:30:00 PM CDT
Changes were made to the following items:			
Manual Meter Replacement			

Addendum # 2

New Documents	18-31-P Pre-Proposal Sign-In Sheet.pdf
Changes were made to the following items:	
Manual Meter Replacement	

Description

The City of Lewisville is accepting sealed proposals for Manual Meter Replacement.

Proposals are due Thursday, August 2, 2018 5:30 pm.

Please note there will be a non-mandatory pre-proposal meeting held at 10:00 am on July 25, 2018 in the Department of Public Services, Conference Room C, 1100 N. Kealy Ave., Suite C, Lewisville, TX 75057.

Basis of award will be best value as determined through scoring matrix.

Added on Jul 26, 2018:

This proposal has been extended until Thursday, Aug. 16, 2018 5:30 pm.

Questions are due by Thursday, Aug. 9, 2018 5:30 pm. All questions will be answered by end of business day Monday, Aug. 13, 2018.

A revised "Attachment A - Pricing Sheet" has also been uploaded. This revised pricing sheet is required with all proposals.

Added on Jul 26, 2018:

Attached Pre-Proposal Sign-In Sheet.

Addendum # 1

Addendum # 2



CITY OF LEWISVILLE

REQUEST FOR PROPOSALS

MANUAL METER REPLACEMENT

Due: Aug. 2, 2018 5:30 P.M. local time
RFP #18-31-P

GENERAL

The City of Lewisville is accepting proposals for a manual meter replacement with the option to upgrade with AMI “advanced metering infrastructure” at a future time to be utilized by the Lewisville Public Service Department. The total number of meters to be replaced in the City will be phased-in over a seven-year period, due to budgetary considerations. This contract will be for one (1) year and will contain an option to extend for up to six (6) additional one-year periods. This contract covers furnishing and installation of new meters, as well as the removal of existing meters. There may be up to three (3) separate contracts awarded based on size of meters. It will be at the City’s discretion as to the number of meters awarded each fiscal year per contract.

BACKGROUND

The City of Lewisville encompasses approximately 44 square miles within its city limits. The latest population estimate indicated approximately 105,000 citizens within the city. The city currently has 20,752 residential meters and 2,978 commercial meters installed that are comprised of various analog read, radio read and cellular read meters. Meters are currently read along 71 route books throughout the city.

FUNCTIONALITY

The system is to provide the Public Services Department with reliable, accurate and easily accessible meters. The meters can be either manual read or equipped with an encoded register with the ability to go AMI or AMR in the future, in either case meters are required to be readable at each location.

REQUEST FOR PROPOSAL

1. Proposals are to be submitted based on the specifications contained herein. Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.
2. No telephone, telephonic, or fax proposals will be accepted. Proposals may only be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. The City is not responsible for missing, lost, or late delivery. Any RFP responses received after the time set will be returned to the proposer unopened.
3. The preparation of the request for proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense incurred in the preparation of proposals in response to this request.

4. The City reserves the right to reject any and all proposals, to consider alternatives, to waive any formalities and irregularities, and to re-solicit proposals. In addition, during the evaluation period, the City may, where it may serve the City's best interest, request additional information or clarifications from proposers, or allow corrections of errors or omissions.
5. Each proposer shall guarantee and honor its response to these specifications for a period of 60 days or until the City enters into a contract with one of the proposers, whichever occurs first.
6. Proposals are to be sealed in an envelope or box clearly marked with the title of the RFP and the RFP Due Date. **Proposers must submit proposal on one (1) flash drive in PDF format and three (3) hard copies of their proposal to:**

**City of Lewisville
Finance Administration – Purchasing Division
Attn: Todd White, Purchasing Manager
151 W. Church Street
Lewisville, TX 75057**

The RFP will be available to interested parties on Bidsync.com or may be picked up in person at the Purchasing office.

A non-mandatory pre-proposal meeting will occur on July 25th, 10:00 am, Department of Public Services, 1100 N. Kealy Ave., Suite C, Lewisville, TX 75057, Conference Room C.

The deadline for questions is Monday, July 30, 2018, 5:30 pm. All questions pertaining to this bid must be submitted in writing via BidSync at www.bidsync.com.

Proposals must be delivered to the City of Lewisville Purchasing Division Office no later than **Thursday, Aug. 2, 2018 5:30 P.M., CDT**, in sealed envelope or box, clearly marked:

**RFP – Manual Meter Replacement
RFP #18-31-P, DATE: Aug. 2, 2018, 5:30 P.M.**

The City reserves the right to contact any proposer for clarification after responses are opened and/or to further negotiate with any proposer if the City so desires.

MISCELLANEOUS

Required Forms

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

INSURANCE PROVISIONS

Prior to the commencement of any work under this contract, the successful proposer shall furnish an original completed certificate(s) of insurance to the City, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon and in attachment entitled "Insurance Requirements for General Contracts for Service". The insurance shall remain in effect through the agreement terms and any extensions.

REQUIREMENTS

Meters

All meters shall meet AWWA "American Water Works Association" standard C710-09, standard C700-09, C702-15, C701-12.

Encoded registers

All encoders shall meet AWWA standard C707-10.

Valves and Fittings

All valves and fittings shall meet AWWA standard C800-12.

Meter Boxes and lids

DFW 36C-1F Lid "3/4 meter" or equal
DFW 36C-12 Body "3/4 meter" or equal
DFW 37C-1A – Lid "1 meter" or equal
DFW 37C –12 - Body "1 meter" or equal
DFW 65C-1A Lid "Large meter" or equal
DFW 65C-14 Body "Larger meter" or equal

Warranty – Meter and Labor

All work performed under this contract for the City of Lewisville shall be warranted for a period of two (2) years. If within two (2) years after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of notice from the City. This includes all work associated with the change out of meters.

A two (2) year maintenance bond shall be required. It shall be made out for the total amount of the agreement.

Misc. Requirements

Residential meter change-out shall take place between 8:30 am – 4:30 pm Monday – Friday.

Commercial meter change-out shall be coordinated on an individual business by business basis.

No unscheduled shut-offs will be permitted.

Contractor is to provide city with a three (3) week rolling schedule (look ahead) indicating where contractor will be working.

Contractor to provide a minimum 48 (max 72) hour notice to all residents about meter change-out and schedule (door hangers).

Contractor is responsible for the recording of information off old meter. Contractor will keep paperwork up to date, including address, meter number, old reading, new reading, date of change, etc. City will provide a Google document to track this information.

If composite meters are provided, brass threads must be used.

Contractor is responsible for any sod that may need to be replaced due to the change out of the meters.

The old meters will be the property of the City. City will provide a container for old meters.

PROPOSAL DELIVERABLES

Proposers are to provide a written response to the following questions:

1. Methodology – Project Approach:

- Explain past experiences regarding projects of meter installation of this size and nature.
- Explain how you would change those processes.
- Explain the installation process of meters and boxes.
- Explain how you notified customers regarding the meter change outs. Or was that the responsibility to the City?
- How many employees will you have on a project this size?
- Delivery time - time from work order issued to installation.
- Technical support
- Warranty information and how are warranty claims handled?
- How will customers be able to identify your personnel in the field?
- How accessible will your personnel be to our staff?
- What is the process of converting your meter to an AMI system?
- How long has your company been selling cold water meters?

- Provide information to including how long water will be turned off, how you handle door hangers, vacuum, size of adapters, sodding and irrigation repairs, backside connection, etc.
- Provide any addition information that may be relevant to this project.

2. References/Similar Projects

- Provided three (3) municipal references.
- How many meter change out programs have you successful completed?
- How many of these change out programs exceed 10,000 meters?
- How did you address complaints by the customers? Timeliness of correcting compliant?
- Describe your company's customer service policy and respect for property owner.
- Provide number of complaints per project.

3. Acquisition Cost

- Provide pricing on the attached excel spreadsheet – Attachment A

4. Interview

- The City may request all, some or no Proposers to participate in an interview with the selection committee. Proposers interviewed shall prepare a 30-minute presentation about their proposal and participate in a 30-minute Question and Answer session.

EVALUATION CRITERIA

Proposals will be scored by an evaluation committee consisting of City staff. Proposals will be scored with regards to the following criteria and associated weights:

A. Methodology - Project Approach	30 points
B. References/Similar Projects	30 points
C. Acquisition Cost (based on spreadsheet)	30 points
D. Interview	10 points

DEVIATIONS FROM SPECIFICATIONS

Describe, in detail, any deviations from the specifications

Firm: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED, AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**PURCHASE ORDER
TERMS & CONDITIONS**

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the

obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18.ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19.WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20.MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21.INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22.APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23.ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24.RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25.VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26.DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its

subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. NO BOYCOTT OF ISRAEL. Pursuant to Texas Government Code Chapter 2270, the Seller agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.

36. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

EXHIBIT B

INSURANCE REQUIREMENTS **GENERAL CONTRACTS FOR SERVICES**

Service work, supplies requiring installation, Janitorial Services, Welding, Surveyors, Plumbing Contractors, Maintenance Agreements, Concessionaires, Tire Repairs, Tow Service, Painting, Electrical, Movers, Major street repairs and Waterline projects, etc.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, and employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All Coverages
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A-:VI, or, A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S/CONTRACTOR'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO

CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

REVISED 7/26/18
MANUAL METER REPLACEMENT
RFP #18-31-P

Item Number	Category A	Unit of Measure	Quantities	Pricing Per Unit	Total Pricing	Manufacturer	Model Number	Notes
18-31-P-01-01	¾" meter with encoded register	Unit Price	19799		\$0.00			
18-31-P-01-02	Installation of ¾" encoded meter	Each	19799		\$0.00			
18-31-P-01-03	1" meter with encoded register	Unit Price	1647		\$0.00			
18-31-P-01-04	Installation of 1" encoded meter	Each	1647		\$0.00			
18-31-P-01-05	1 ½" meter with encoded register	Unit Price	423		\$0.00			
18-31-P-01-06	Installation of 1 ½" encoded meter	Each	423		\$0.00			
18-31-P-01-07	2" meter with encoded register	Unit Price	1112		\$0.00			
18-31-P-01-08	Installation of 2" encoded meter	Each	1112		\$0.00			
	Misc. - (As needed with authorization from City)							
	Meter Boxes							
18-31-P-07-01	DFW 36C Body and Lid/installation	Unit Price	8000		\$0.00			
18-31-P-07-02	DFW 37C Body and Lid/installation	Unit Price	1500		\$0.00			
18-31-P-07-03	DFW 65C Body and Lid/installation	Unit Price	500		\$0.00			
	Valves and Setters							
18-31-P-07-04	¾" Meter setter/installation	Unit Price	250		\$0.00			
18-31-P-07-05	¾" Curb Stop "compression"/installation	Unit Price	250		\$0.00			
18-31-P-07-06	1" Meter setter/installation	Unit Price	50		\$0.00			
18-31-P-07-07	1" Curb Stop "compression"/installation	Unit Price	50		\$0.00			
18-31-P-07-08	2" Curb Stop "compression"/installation	Unit Price	25		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			
	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original marterials invoice must accompany all invoices submitted to the City.	Each	1		NA			
	Category A - Alternate							
18-31-P-02-01	¾" meter without encoded register	Unit Price	19799		\$0.00			
18-31-P-02-02	Installation of ¾" meter without encoded register	Each	19799		\$0.00			
18-31-P-02-03	1" meter without encoded register	Unit Price	1647		\$0.00			
18-31-P-02-04	Installation of 1" meter without encoded register	Each	1647		\$0.00			
18-31-P-02-05	1 ½" meter without encoded register	Unit Price	423		\$0.00			
18-31-P-02-06	Installation of 1 ½" meter without encoded register	Each	423		\$0.00			
18-31-P-02-07	2" meter without encoded register	Unit Price	1112		\$0.00			
18-31-P-02-08	Installation of 2" meter without encoded register	Each	1112		\$0.00			
	Misc. - (As needed with authorization from City)							
	Meter Boxes							
18-31-P-07-01	DFW 36C Body and Lid/installation	Unit Price	8000		\$0.00			
18-31-P-07-02	DFW 37C Body and Lid/installation	Unit Price	1500		\$0.00			

18-31-P-07-03	DFW 65C Body and Lid/installation	Unit Price	500		\$0.00			
	Valves and Setters							
18-31-P-07-04	¾" Meter setter/installation	Unit Price	250		\$0.00			
18-31-P-07-05	¾" Curb Stop "compression"/installation	Unit Price	250		\$0.00			
18-31-P-07-06	1" Meter setter/installation	Unit Price	50		\$0.00			
18-31-P-07-07	1" Curb Stop "compression"/installation	Unit Price	50		\$0.00			
18-31-P-07-08	2" Curb Stop "compression"/installation	Unit Price	25		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			
	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original marterials invoice must accompany all invoices submitted to the City.	Each	1		NA			
	Category B							
18-31-P-03-01	3" meter with a encoded register	Unit Price	175		\$0.00			
18-31-P-03-02	Installation of 3" encoded meter	Each	175		\$0.00			
18-31-P-03-03	4" meter with a encoded register	Unit Price	49		\$0.00			
18-31-P-03-04	Installation of 4" encoded meter	Each	49		\$0.00			
18-31-P-03-05	6" meter with a encoded register	Unit Price	15		\$0.00			
18-31-P-03-06	Installation of 6" encoded meter	Each	15		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			
	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original marterials invoice must accompany all invoices submitted to the City.	Each	1		NA			
	Category B - Alternate							
18-31-P-04-01	3" meter without encoded register	Unit Price	175		\$0.00			
18-31-P-04-02	Installation of 3" meter without encoded register	Each	175		\$0.00			
18-31-P-04-03	4" meter without encoded register	Unit Price	49		\$0.00			
18-31-P-04-04	Installation of 4" meter without encoded register	Each	49		\$0.00			
18-31-P-04-05	6" meter without encoded register	Unit Price	15		\$0.00			
18-31-P-04-06	Installation of 6" meter without encoded register	Each	15		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			

	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original materials invoice must accompany all invoices submitted to the City.	Each	1		NA			
	Category C							
18-31-P-05-01	8" meter with encoded register	Unit Price	8		\$0.00			
18-31-P-05-02	Installation of 8" encoded meter	Each	8		\$0.00			
18-31-P-05-03	10" meter with a encoded register	Unit Price	13		\$0.00			
18-31-P-05-04	Installation of 10" encoded meter	Each	13		\$0.00			
18-31-P-05-05	12" meter with a encoded register	Unit Price	3		\$0.00			
18-31-P-05-06	Installation of 12" encoded meter	Each	3		\$0.00			
18-31-P-05-07	16" meter with a encoded register	Unit Price	1		\$0.00			
18-31-P-05-08	Installation of 16" encoded meter	Each	1		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			
	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original materials invoice must accompany all invoices submitted to the City.	Each	1		NA			
	Category C - Alternate							
18-31-P-06-01	8" meter without encoded register	Unit Price	8		\$0.00			
18-31-P-06-02	Installation of 8" meter without encoded register	Each	8		\$0.00			
18-31-P-06-03	10" meter without encoded register	Unit Price	13		\$0.00			
18-31-P-06-04	Installation of 10" meter without encoded register	Each	13		\$0.00			
18-31-P-06-05	12" meter without encoded register	Unit Price	3		\$0.00			
18-31-P-06-06	Installation of 12" meter without encoded register	Each	3		\$0.00			
18-31-P-06-07	16" meter without encoded register	Unit Price	1		\$0.00			
18-31-P-06-08	Installation of 16" meter without encoded register	Each	1		\$0.00			
	Labor							
18-31-P-07-09	Hourly Rate - For unforeseen misc. work separate from normal installation.	Each	23245		\$0.00			
	Additional Material Costs							
	The intent is to establish a percent mark up over cost for additional materials that may be needed. Provide a percentage that will be used so charges for materials can be verified. A copy of the original materials invoice must accompany all invoices submitted to the City.	Each	1		NA			

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The quantities are approximate, estimated totals are for a seven (7) year period, and not a commitment to buy any specific quantity. All orders will be placed on an as needed basis only.

Company Name
Signatory's Name
Date

CITY OF LEWISVILLE
PRE-PROPOSAL CONFERENCE
RFP # 18-31-P
MANUAL METER REPLACEMENT
7/25/2018 10:00

NAME (PRINT)	COMPANY	PHONE NUMBER	EMAIL ADDRESS
Keith Marvin	City of Lewisville	972-219-3531	kmarvin@cityoflewisville.com
James Wallingsford	City of Lewisville	972-219-3517	jwallingsford@cityoflewisville.com
Todd White	City of Lewisville	972-219-3764	awhite@cityoflewisville.com
Tracey Ogurek	City of Lewisville	972-219-3765	togurek@cityoflewisville.com
BRIAN McDOWELL	MUELLER SYSTEMS	214-399-0235	Bmcdowell@muellersystems.com
WALTER MAZA	FORTUNE	214 462 2839	walter.maza@fortune.com
RAMON MAZA	REM SERVICES	214 205 2767	RAMON@REMSERVICE SOLUTIONS.COM
Dewayne Milligan	Zenner USA	281-773-1112	DMilligan@ZennerUSA.com
GABE BRISCOE	HydroPro Solutions	682-219-4042	gabe@hydroprosolutions.com
Maurice deKies	HydroPro Solutions	972-754-8454	maurice@hydroprosolutions.com
CHRIS COLEMAN	Master Meter	817-291-3057	ccoleman@mastermeter.com
Brent Craig	Diehl Metering	469-980-8365	brent.craig@diehl.com
Harvey Wilk	AVR, Inc	713-898-8256	hwilk@avr.com
Kevin Davis	National Meter	405-627-5788	kdavis@nationalmeter.com
Alan Broese	Badger Meter Inc	414-793-6601	abroese@badgermeter.com
Greg Johnson	" " "	415-360-4703	gjohnson@badgermeter.com
ED LARSON	Atlas Supply	817-831-4275	elarson@atlasutility.com
DJ Johnson	" " "	" "	djohnson@atlasutility.com
Robert House	US Bronco Service	903-330-6715	Robert@usbronco.com

Question and Answers for Bid #18-31-P - Manual Meter Replacement

Overall Bid Questions

Question 1

How can I get a Planholder's List for this project? (Submitted: Jul 16, 2018 2:15:24 PM CDT)

Answer

- All information is posted on Bidsync. There is no planholder's list. (Answered: Jul 16, 2018 2:28:10 PM CDT)

Question 2

How much is the estimated value or amount of this project? (Submitted: Jul 17, 2018 1:58:01 PM CDT)

Answer

- The City's budget is \$720,000 per fiscal year, for seven years. (Answered: Jul 18, 2018 11:23:40 AM CDT)

Question 3

May I know the exact site location or address? (Submitted: Jul 17, 2018 1:59:12 PM CDT)

Answer

- There are over 22,000 meters located within the City of Lewisville limits. (Answered: Jul 18, 2018 11:23:40 AM CDT)

Question 4

Do you have an engineer or design team for this?

Is there an addendum issued? (Submitted: Jul 17, 2018 2:14:46 PM CDT)

Answer

- No, we do not have an engineer or design team for this project.

No, currently there have been no addendums issued. (Answered: Jul 18, 2018 11:23:40 AM CDT)

Question 5

Regarding the meter boxes/lids, meter setters, and curb stops - is the selected vendor required to provide the product itself, or only labor to install? If we provide product and labor, do we combine into a single line item (the water meters and installation of water meters are listed separate from one another). Thank you.

(Submitted: Jul 18, 2018 12:58:49 PM CDT)

Answer

- For misc. items requested (meter boxes, valves and setters) provide one price for product with installation.

(Answered: Jul 18, 2018 3:30:27 PM CDT)

Question 6

Does the City require 5/8" x 3/4" Water Meters; Straight 3/4" Short (7.5"LL) Water Meters; or 3/4" Long (9") Water Meters? (Submitted: Jul 19, 2018 12:04:14 PM CDT)

Answer

- Meters are 3/4 by 3/4 and 7.5 long. (Answered: Jul 20, 2018 11:36:07 AM CDT)

Question 7

Is the selected installation vendor responsible for material storage and disposal? Or is the City able to provide warehousing, trash and recycling receptacles? (Submitted: Jul 19, 2018 4:04:57 PM CDT)

Answer

- The City will provide a recycling receptacle. (Answered: Jul 23, 2018 8:01:31 AM CDT)

- The storage of new meters is the contractor's responsibility. (Answered: Jul 23, 2018 9:34:20 AM CDT)

- Existing meters will be retained by City. (Answered: Jul 26, 2018 2:00:45 PM CDT)

Question 8

Can the City please clarify the specs on a 3/4" Meter Setter and 1" Meter Setter? Are we correct to assume this is a meter riser? (Submitted: Jul 20, 2018 3:18:02 PM CDT)

Answer

- Yes, this is a meter riser. (Answered: Jul 23, 2018 8:01:31 AM CDT)

Question 9

The meter boxes are specified as DFW. If the vendor does not carry DFW boxes and lids, is an equal acceptable or can the vendor bid meter box and lid installation only? (Submitted: Jul 24, 2018 9:29:02 AM CDT)

Answer

- An approved equal product will be acceptable. (Answered: Jul 24, 2018 11:44:25 AM CDT)

Question 10

Meter quantity sheet. 3/4" meter. Is this a full 3/4"x 9" length or truly a 5/8" . If 5/8" are they all 5/8" x 3/4" or are some 5/8" x 1/2"? (Submitted: Jul 24, 2018 2:58:43 PM CDT)

Answer

- Meters are 3/4 x 3/4 and 7.5 inches long. (Answered: Jul 24, 2018 4:04:10 PM CDT)

Question 11

What's the desired encoded register resolution by size? (Submitted: Jul 24, 2018 2:59:07 PM CDT)

Answer

- High resolution. (Answered: Jul 24, 2018 4:04:10 PM CDT)

Question 12

Does the City require in-line connectors for future AMI installation? (Submitted: Jul 24, 2018 2:59:41 PM CDT)

Answer

- Only with encoded registers. (Answered: Jul 24, 2018 4:04:10 PM CDT)

Question 13

3" - 16" give no descriptions as to meter model/type desired. Spec includes only AWWA turbine and compound standards.

1. Are magnetic flow meters acceptable for any of these sizes?
2. Are UL/FM approved fire service meters needed for any of these sizes?
3. Are compound meters required for any of these sizes?
4. Can City provide a breakdown of meters types currently installed by size? This will help determine the length of the existing service (flange to flange).
5. For 3" - 16" services, do all services/pits/ vaults have operational isolation valves? (Submitted: Jul 24, 2018 3:56:48 PM CDT)

Answer

- 1. We do not use magnetic meters in the water system.
 - 2. We will not be replacing fire system meters.
 - 3. Compound meters are not required.
 - 4. We can provide meter make with sizes.
 - 5. Most valves are operational, for those that are not operational the City will repair to put back in operation.
- (Answered: Jul 26, 2018 1:10:08 PM CDT)

Question 14

In the meeting today, it was discussed the possibility about a two week extension for submission. Has that been allowed? (Submitted: Jul 25, 2018 3:55:49 PM CDT)

Answer

- Yes, we have extended this proposal until Thursday, Aug. 16, 2018 5:30 pm. Questions are due by Thursday, Aug. 9, 2018 5:30 pm. Questions will be answered by end of business day, Monday, Aug. 13, 2018. (Answered: Jul 26, 2018 1:59:23 PM CDT)

Question 15

How are we to price re-plumbing pieces needed for installations of meters. For example, spool pieces needed for installation when they may be of varying length. (Submitted: Jul 26, 2018 2:01:21 PM CDT)

Answer

- The City realizes the difficulty with pricing these items. Proposers are to provide a percent mark-up they will charge the City for contractor-provided parts for this contract. Any invoice provided to the City must be accompanied by copies of receipts displaying actual cost for parts to verify the percent mark-up. (Answered: Jul 26, 2018 2:04:48 PM CDT)

Question 16

Will the City be using a paperless data transfer for information contained on existing meter that will be replaced? (Submitted: Jul 26, 2018 2:01:46 PM CDT)

Answer

- Yes, our ITS Department is developing a Google doc that will be available for contractor use. (Answered: Jul 26, 2018 2:04:48 PM CDT)

Question 17

Are the 3/4-inch meters to be 3/4-inch X 5/8-inch or are they a straight bore 3/4-inch X 3/4-inch? (Submitted: Jul 26, 2018 2:01:58 PM CDT)

Answer

- Straight bore, 3/4-inch X 3/4 inch. (Answered: Jul 26, 2018 2:04:48 PM CDT)

Question 18

Are the 8,10, and 12-inch meters to be ultrasonic or turbine? (Submitted: Jul 26, 2018 2:02:11 PM CDT)

Answer

- All meters 3-inch and above are to be ultrasonic (Answered: Jul 26, 2018 2:04:48 PM CDT)

Question 19

Can you add an AWWA standard for Ultrasonic meters? (Submitted: Jul 26, 2018 2:02:24 PM CDT)

Answer

- Yes, the AWWA Standard for Ultra sonic meters is AWWA C-750. (Answered: Jul 26, 2018 2:04:48 PM CDT)

Question 20

Will all boxes be changed out? (Submitted: Jul 26, 2018 2:02:38 PM CDT)

Answer

- No, if box is in good shape it will stay. Not all boxes will be replaced. (Answered: Jul 26, 2018 2:04:49 PM CDT)

Question 21

Has the City decided on a technology route they want to go? (Submitted: Jul 26, 2018 2:02:51 PM CDT)

Answer

- No, proposers are to include any specific information within their proposals. (Answered: Jul 26, 2018 2:04:49 PM CDT)

Question 22

Will the City accept multi-jet meters as currently used into the spec? (Submitted: Aug 1, 2018 10:06:18 AM CDT)

Answer

- This questions was addressed in question 19: Yes, the AWWA Standard for Ultra sonic meters is AWWA C-750. (Answered: Aug 1, 2018 2:44:42 PM CDT)

Question 23

Will AWWA C-708 for residential multi-jet be added to the specs? (Submitted: Aug 2, 2018 8:29:53 AM CDT)

Answer

- Yes, AWWA C-708 will be accepted and added to the specs. (Answered: Aug 2, 2018 10:30:49 AM CDT)