INVITATION FOR BIDS
WATER METERS
UTILITIES

BIDS WILL BE OPENED

10:00 a.m., May 1, 2019
City/County Purchasing Department
City Hall Suite 324
101 North Main Street
Winston-Salem, NC 27102

ADVERTISEMENT FOR BIDS
WATER METERS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed proposals endorsed Water Meters to be furnished to the City of Winston-Salem will be received by the City/County Purchasing Department in Suite 324, City Hall Building, 101 North Main Street, Winston-Salem, NC until 10:00 a.m., May 1, 2019 at which time they will be publicly opened and read.

Instructions for submitting bids and complete specifications may be obtained during regular office hours, Monday – Friday, 8:00 a.m. to 5:00 p.m. at the same location, or by contacting TaWanna Gates via email tawannag@cityofws.org or phone 336-747-6938. The City reserves the right to reject any or all proposals.
Notice to Bidders

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a bid, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Invitation for Bid (IFB) and mutually agreed upon by the City and the proposer.

No special inducements will be considered that are not a part of the original bidding document.

City Rights and Options
The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the equipment subject to this IFB that would be in the best interests of the City
- To issue additional requests for information

Public Records
Any material submitted in response to this IFB will become a “public record” once the bidder’s document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances
The submission of a bid on the equipment requested herein shall be considered as a representation that the bidder is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

FB 19283 Water Meters
The bidder certifies that the bid is made in good faith and without collusion with any person bidding on this contract or with any officer or employee of the City of Winston-Salem.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

**Ethics Policy / Code of Conduct**

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. For a complete review of the City Policy click the following link:

[http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids](http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids)

**E-Verify Compliance.** Per N.C.G.S. 143-133.3 “E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.”

**Iran Divestment Act:** Provider hereby certifies that it is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS §147-86.58, nor will Provider utilize on this agreement any subcontractor on such list.

**Divestment from Companies that Boycott Israel:** Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.”

**TERMS AND CONDITIONS**

The undersigned guarantees all parts against defects and agrees to replace and to install at his own expense any part or parts of the apparatus damaged by reason of defective material, design, or imperfect workmanship during manufacturer’s standard warranty period.
SPECIAL TERMS AND CONDITIONS

DETAILED SPECIFICATIONS: Detailed specifications for this equipment are included as an attachment with the bid request. Bids to be submitted in accordance with the attached specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the equipment identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder’s proposal as though they were specifically stated.

NOTICE TO BIDDERS: All bids are subject to the provisions of the instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and General Contract Terms and Conditions. The City of Winston-Salem objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder’s response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

EXCEPTIONS TO SPECIFICATIONS:
In the event that clarifications or changes to bid specifications are necessary, changes will be made by written addendum.

Bidder’s failure to request exceptions to specifications or approved equals as stated above will be interpreted as the bidders’ intent to comply fully with the requirements as written. Conditional or qualified bids shall be subject to rejection in whole or in part.

The City of Winston-Salem reserves the right to postpone bid openings for its own convenience.

GENERAL REQUIREMENTS: The equipment furnished shall be new and unused and the manufacturer's latest listed and published stock model, or models which meet all the applicable requirements of these specifications. Specifications may require that certain makes and models of vehicles, auxiliaries and/or accessories be provided.

BIDDERS SUBMITTALS: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

EXPENSES INCURRED IN PREPARING BID: The City of Winston-Salem accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.
PURCHASE OF ADDITIONAL REQUIREMENTS: Subject to the successful bidder’s acceptance, the City reserves the option to purchase additional equipment as specified herein at the price bid and awarded in this Invitation for Bids and Proposals within one (1) year from bid opening date. This bid may also be utilized by other entities per N.C.G.S. to piggyback at the sole discretion of the vendor.

INDEMNIFICATION: The bidder/vendor covenants to save, defend, keep harmless, and indemnify the City of Winston-Salem and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost - including court costs and attorney's fees, charges, liability, and exposure, however, caused resulting from, arising out of, or in any way connected with the bidder’s/vendor’s negligent performance or nonperformance of the terms of the contract.

VENDOR SUPPORT/SERVICE AND PARTS: The vendor and/or manufacturer bidding on these specifications must describe in writing to be submitted with their bid, its ability to provide repair parts and technical service in the form of a service representative, including the maximum time from receipt of notice to arrival of parts or the service representative. The manufacturer, whether they are the vendor or not must be satisfactory to the City of Winston-Salem from the standpoint of experience, reliability, and demonstrated ability to manufacture equipment comparable as to size and type as that required by the specifications, and shall have manufactured and/or sold equipment of the size and type specified which has operated satisfactorily in the field for a minimum of one year. The City of Winston-Salem reserves the right to reject bids from vendors that have failed to perform satisfactory under previous contracts with the City of Winston-Salem and/or vendors that cannot produce satisfactory evidence that they can furnish promptly all spare parts needed for ordinary service and repair of the equipment herein specified.

INSPECTION, TRAINING, PERFORMANCE TEST AND ACCEPTANCE:

a. Upon delivery the equipment will be subject to inspection to verify conformance with specifications by the staff.

b. Any defects or failure of equipment to perform or comply with any requirements of the City specifications must be immediately remedied by the vendor at the vendor’s own expense prior to acceptance by the City.
**WARRANTY:** Bidder to include the warranty provisions as outlined in bid specifications.

**TAX EXEMPTIONS:** The City of Winston-Salem is exempt from Federal Excise Tax but not from State and Local Sales Tax. Sales tax should not be included in bid prices, but may be added as separate items.

**DELIVERY:** Expected lead time between a purchase order and delivery shall not exceed 6 weeks unless otherwise agreed upon by the City of Winston-Salem. The City of Winston-Salem reserves the right to purchase from an alternate vendor(s) in instances where delivery expectation cannot be met.

**EVALUATION AND SELECTION OF BIDS:** The evaluation of vendor bids shall center on the match between the stated specifications and other requirements included in the final bid request and the vendor's proposal including selection of the lowest responsible bidder, with consideration of past performance, service record, and reliability. The statutory provisions controlling purchasing by local governments in N. C. (GS 143) includes selection standards for use in making of awards. The provision reads, “All contracts shall be awarded to the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract”. The City of Winston-Salem reserves the right to accept or reject any or all bids and proposals and further specifically reserves the right to make the award or awards in the best interest of the City of Winston-Salem.

**All bids shall be made firm for no less than sixty (60) days.**
1. All encoder registers shall meet ANSI/AWWA C707-10(R16) Standard for Encoder-Type Remote-Registration Systems, of latest revision, with the following standards, requirements, and characteristics:
   a. Registration independent of meter interface unit (MIU).
   b. Minimum 8 digits encoded output / Minimum 8 digit display.
   c. Maximum 60” exposed mount transmission cable with female Nicor mating connector.  
      **Note:** Nicor connector must be equipped with water tight end cap.
   d. Field programmable units of measure shall be US Gal and Cubic Feet, at minimum.
   e. Field testing capability of direct displaying 1/1000 of selected unit of measure.
   f. Electronic display shall:
      i. Have digits not less than 1/4” in height.
      ii. Display all leading zeroes to the display capability.
      iii. Display flow direction.
      iv. End-of-life battery indication (for meters with internal primary power).
      v. End of life battery alarm providing 180 days of useful life remaining.

2. All positive displacement meters shall meet ANSI/AWWA C700-09 Standard for Cold Water Meters, of latest revision, with the following standards, requirements, and characteristics:
   a. Bronze (less than 75% copper) main case.
   b. Separate and removable measuring chamber constructed of AWWA approved material.
   c. Cast iron bottom cover with corrosion resistant inner lining or coating.
   d. Internal and removable strainer (shall not impact meter performance).
   e. Remote disconnects for RDM SHALL be integral to the meter standard lay length.
   f. Each RDM SHALL be equipped with a Meter Interface Unit (MIU).

3. All Type I and Type II transit time in-line flow meters shall meet ANSI/AWWA C715-18 Standard for Cold Water Meters, of latest revision, with the following standards, requirements, and characteristics:
   a. Type I meters shall meet Type I operating characteristics as defined by AWWA.
   b. Type II meters shall meet Type II operating characteristics as defined by AWWA.
   c. Bronze (less than 75% copper) or Stainless Steel (type 304 or 316) main case.
   d. Measuring chamber constructed of AWWA approved material.
   e. Connection flanges with same material as main case.
   f. Internal and removable strainer (shall not impact meter performance).
4. All meters of any size or type shall meet the following standards:
   a. NSF/ANSI 61 Drinking Water System Components, Health Effects.
   b. NSF/ANSI 372 Drinking Water System Components, Lead Content.

5. Initial factory test results shall be individually provided with each new meter and with a shipment listing for each purchase order by serial number. Minimum performance accuracy limits shall meet AWWA standards at all flows rates for each specific meter size and type. Meters supplied that do not meet the prescribed minimum initial performance accuracy will not be accepted.

6. The City of Winston-Salem reserves the right to increase or decrease the quantity of meters purchased under this contract.

7. Submitted bid sheets shall include all technical specifications to include materials, flow characteristics, accuracy performance charts, features, testing procedures, and warranty. Technical specifications for Remote Disconnect Meters (RDM) shall include all hardware and software requirements to operate the disconnect valve by Automatic Meter Reading (AMR) and by one-stop handheld operation via the Meter Interface Unit (MIU) including required AMR and handheld devices. Specifications shall include connectivity configuration of register to MIU and remote disconnect to MIU, such as hard wire or Nicor connections, number of MIU required, or any special considerations for RDM installation, maintenance, and operation.

8. Warranties will be accepted as offered by the manufacture. Defective meters as defined by the warranty shall be repaired or replaced by the manufacture at no cost to the city.
ITEM 1 – 5/8"x1/2" OR 5/8"x3/4" PD / DISK / BRONZE

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Make</th>
<th>Model</th>
<th>Cost Each</th>
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<tbody>
<tr>
<td>4,500</td>
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TOTAL FOR: 4,500

______________________________ DOLLARS $______________

ITEM 2 – 5/8"x1/2" OR 5/8"x3/4" PD / DISK / BRONZE WITH REMOTE DISCONNECT

<table>
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<tr>
<th>Quantity</th>
<th>Make</th>
<th>Model</th>
<th>Cost Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>__________</td>
<td>__________</td>
<td>$________</td>
<td>$____</td>
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</table>

Includes Meter Interface Unit:  

☐ YES   ☐ NO  (Please Check One)

TOTAL FOR: 10

______________________________ DOLLARS $______________

ITEM 3 – 1" PD / DISK / BRONZE

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Make</th>
<th>Model</th>
<th>Cost Each</th>
<th>Total</th>
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<tbody>
<tr>
<td>160</td>
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<td>$________</td>
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TOTAL FOR: 160

______________________________ DOLLARS $______________

ITEM 4 – 1-1/2" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

<table>
<thead>
<tr>
<th>Quantity</th>
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<th>Model</th>
<th>Cost Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>125</td>
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<td>__________</td>
<td>$________</td>
<td>$____</td>
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</table>

TOTAL FOR: 125

______________________________ DOLLARS $______________

ITEM 5 – 2" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Make</th>
<th>Model</th>
<th>Cost Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>125</td>
<td>__________</td>
<td>__________</td>
<td>$________</td>
<td>$____</td>
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TOTAL FOR: 125

______________________________ DOLLARS $______________
ITEM 6 – 3" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

25 Make: _______________ Model: _______________ Cost Each: $_______________

TOTAL FOR: 25

__________________________________ DOLLARS $_______________

ITEM 7 – 4" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

20 Make: _______________ Model: _______________ Cost Each: $_______________

TOTAL FOR: 20

__________________________________ DOLLARS $_______________

ITEM 8 – 6" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

15 Make: _______________ Model: _______________ Cost Each: $_______________

TOTAL FOR: 15

__________________________________ DOLLARS $_______________

ITEM 9 – 8" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

15 Make: _______________ Model: _______________ Cost Each: $_______________

TOTAL FOR: 15

__________________________________ DOLLARS $_______________

ITEM 10 – 8" TYPE II TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

1 Make: _______________ Model: _______________ Cost Each: $_______________

TOTAL FOR: 1

__________________________________ DOLLARS $_______________
ITEM 11 – 10" TYPE I TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

1 Make: _______________ Model: _______________ Cost Each: $______________

TOTAL FOR: 1
____________________________________________________________________ DOLLARS $______________

ITEM 12 – 10" TYPE II TRANSIT TIME (ULTRASONIC) IN-LINE FLOW METERS

1 Make: _______________ Model: _______________ Cost Each: $______________

TOTAL FOR: 1
____________________________________________________________________ DOLLARS $______________

TOTAL BID ITEMS 1 THROUGH 12

____________________________________________________________________ DOLLARS $______________

ALL UNIT PRICES ARE FOB DESTINATION.

This will be a term contract beginning in July 2019 thru June 2020, with the option to extend the contract for (4) additional twelve (12) month periods beginning in July of each year, with the vendor’s acceptance.
BID AUTHORIZATION AND SIGNATURE

Bids are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate bid form will disqualify the bidder and the bid will not be considered. This proposal must also be notarized.

<table>
<thead>
<tr>
<th>Company</th>
<th>Telephone Number</th>
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<tbody>
<tr>
<td>Authorized Signature</td>
<td>Witness</td>
</tr>
<tr>
<td>Typed Name and Title</td>
<td>Federal Identification Number</td>
</tr>
<tr>
<td>Address, (PO Box), City, State, Zip</td>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>

On this _____ day of ____________________, 20_____ before me __________________________

(typed or printed name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state

that he/she was properly authorized by ____________________________

(typed or printed company name)  SEAL

To execute the proposal and did so on his/her free act and deed.

Notary Public ____________________________  My commission expires __________
The following information is requested for statistical purposes only. Provisions or omission of this information will NOT affect the award of this contract.

Bidder certifies that:

A) [ ] Yes, we are a woman-owned business
    [ ] No, we are not a woman-owned business

B) [ ] Yes, we are a minority-owned business
    [ ] No, we are not a minority-owned business

If yes, please identify in appropriate box below:

[ ] Black
[ ] Hispanic
[ ] Native American Indian
[ ] Asian American, including Indian Subcontinent/Pacific Islands
[ ] Socially and Economically Disadvantaged
[ ] Disabled
NO BID / PROPOSAL INFORMATION FORM

Bid No: __________________________

Bid Description: __________________________

If your firm elects not to submit a proposal, please complete and email this form to:

Name: __________________________

Title: __________________________

Email: __________________________

Please check all that apply:

- Cannot provide the product(s) or services required
- Cannot be competitive
- Cannot meet specifications described in attached bid
- Cannot provide insurance required
- Cannot provide bonding required
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the City of Winston-Salem
- Company's current workload does not allow for additional work
- Other Reason: __________________________

Company Name: __________________________

Agent Name: __________________________

Office Phone: __________________________

Email: __________________________

FB 19283 Water Meters