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City of El Mirage Purchase Order Request

Vendor Name: Mountain States Pipe & Supply
 Address: 111 W. Las Vegas Street
 City: Colorado State: AZ Zip: 80903
 Phone: 1-719-634-5555
 PO Req. Date: 05/24/2021
 Fiscal Year: 21/22
 Vendor Number: []
 PO Number: []
 Cooperative Purchase: []
 Activity Code: [] Entity: City of Phoenix
 Project Name: Water Meters Contract #: 146104
 Budgeted: Yes No * If Capital Budget Item - Attach page from the budget
 Expiration Date: 08/31/22
 Documents Attached: City of Phoenix Contract on file at City Clerks office, Contract Aproval, RCA

PURPOSE OF SERVICES/PURCHASE

Department: Public Works

Purchase Type: Annual: One Time: Blanket: Cooperative: Other:

Purpose: Purchase of water meters

Brief Explanation: This request is for the purchase of commercial/residential water meters and related parts for new installation, replacement, and repairs.

From Dashboard	*GL Account	Acct Bal Before	Amount	Acct Bal After
	511-5-7115-220	\$ 90,000.00	\$ 80,000.00	\$ 10,000.00
		\$ 0.00	\$ 0.00	\$ 0.00
		\$ 0.00	\$ 0.00	\$ 0.00

TOTAL NOT TO EXCEED: \$ 80,000.00

Requested by: Scott Ketchmark Date: 05/24/2021

**Department Head Approval: Nick Russo Date: 05/24/2021

Purchasing Administrator: Valerie Ojeda Date: []

Deputy City Manager (If Applicable): [] Date: []

City Finance Director: Robert Nilles Date: []

City Manager: J.Crystal Dyches Date: []

Council Approved: Yes No **If Yes, please ATTACH the agenda items submitted and the Council Action

*If account balance is negative, what account/line item number will be used to cover the overage?

Account Number	[]	Account Balance	\$ 0.00
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**I certify by my signature on this document that I have complied with all City and State procurement requirements and this purchase is not intended to circumvent City quotation or solicitation requirements. **

CITY OF EL MIRAGE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 01, 2021

WATER FUND

	PERIOD ACTUA	ENCUMBRANCE	YTD ACTUAL	TOTAL	BUDGET	UNEXPENDED	PCNT
511-5-7115-130	.00	.00	.00	.00	42,000.00	42,000.00	.0
SOCIAL SECURITY CONTRIBUTION							
511-5-7115-131	.00	.00	.00	.00	10,000.00	10,000.00	.0
MEDICARE CONTRIBUTION							
511-5-7115-132	.00	.00	.00	.00	88,000.00	88,000.00	.0
ASRS CONTRIBUTION							
511-5-7115-140	.00	.00	.00	.00	21,000.00	21,000.00	.0
WORKERS COMPENSATION							
511-5-7115-141	.00	.00	.00	.00	3,000.00	3,000.00	.0
UNEMPLOYMENT INSURANCE							
511-5-7115-100	.00	.00	.00	.00	27,000.00	27,000.00	.0
LABOR DISTRIBUTION							
TOTAL PERSONNEL SERVICES	.00	.00	.00	.00	943,000.00	943,000.00	.0
MATERIAL & SUPPLIES							
511-5-7115-210	.00	.00	.00	.00	7,000.00	7,000.00	.0
SMALL TOOLS/EQUIPARTS							
511-5-7115-211	.00	.00	.00	.00	23,500.00	23,500.00	.0
FUEL AND LUBRICANTS							
511-5-7115-213	.00	.00	.00	.00	8,500.00	8,500.00	.0
SAFETY EQUIPMENT/SUPPLIES							
511-5-7115-220	.00	.00	.00	.00	90,000.00	90,000.00	.0
METER/PARTS/CALIBRATION							
511-5-7115-221	.00	.00	.00	.00	50,000.00	50,000.00	.0
PIPES, FITTINGS & REPAIRS							
511-5-7115-222	.00	.00	.00	.00	30,000.00	30,000.00	.0
CHEMICALS							
511-5-7115-225	.00	.00	.00	.00	6,000.00	6,000.00	.0
ASPHALT/COAL MATERIAL							
511-5-7115-226	.00	.00	.00	.00	20,000.00	20,000.00	.0
FIRE HYDRANTS/PARTS							
511-5-7115-230	.00	.00	.00	.00	1,500.00	1,500.00	.0
OFFICE SUPPLIES							
511-5-7115-232	.00	.00	.00	.00	500.00	500.00	.0
COMPUTER/PRINTER SUPPLIES							
511-5-7115-233	.00	.00	.00	.00	3,500.00	3,500.00	.0
UNIFORMS							
511-5-7115-237	.00	.00	.00	.00	1,500.00	1,500.00	.0
EQUIPMENT/FURNITURE PURCHASE							
511-5-7115-240	.00	.00	.00	.00	1,000.00	1,000.00	.0
OPERATING MATERIAL & SUPPLIES							
511-5-7115-250	.00	.00	.00	.00	7,500.00	7,500.00	.0
BUILDING MAINTENANCE/REPAIRS							
511-5-7115-251	.00	.00	.00	.00	500.00	500.00	.0
COMPUTER/PRINTER MAINTENANCE							
511-5-7115-253	.00	.00	.00	.00	40,000.00	40,000.00	.0
VEHICLE MAINTENANCE/REPAIRS							
511-5-7115-255	.00	.00	.00	.00	181,000.00	181,000.00	.0
WELL SITE MAINTENANCE/REPAIRS							
511-5-7115-260	.00	.00	.00	.00	2,500.00	2,500.00	.0
OTHER MAINTENANCE/REPAIRS							
TOTAL MATERIAL & SUPPLIES	.00	.00	.00	.00	474,500.00	474,500.00	.0
ADMINISTRATIVE SERVICES							
511-5-7115-311	.00	.00	.00	.00	18,500.00	18,500.00	.0
PROFESSIONAL SERVICES							
511-5-7115-313	.00	.00	.00	.00	112,500.00	112,500.00	.0
CONTRACTED SERVICES							
511-5-7115-314	.00	.00	.00	.00	230,000.00	230,000.00	.0
LIABILITY INSURANCE							
511-5-7115-325	.00	.00	.00	.00	32,000.00	32,000.00	.0
TECH/SOFTWARE SUPPORT							
511-5-7115-326	.00	.00	.00	.00	12,000.00	12,000.00	.0
LICENSE AND PERMITS							
511-5-7115-328	.00	.00	.00	.00	7,000.00	7,000.00	.0
EQUIPMENT RENTALS/EASES							
511-5-7115-333	.00	.00	.00	.00	35,000.00	35,000.00	.0
SAMPLING/TESTING							
511-5-7115-350	.00	.00	.00	.00	1,000.00	1,000.00	.0
TRAVEL AND PER DIEM							
511-5-7115-351	.00	.00	.00	.00	10,500.00	10,500.00	.0
CONFERENCE/SEMINARS & TRAINING							

List of Requested Contract Approvals - June 15, 2021 Council Meeting

Vendor	Division	GL Account	\$ Amount	PO Total	Amount not to Exceed	Multi-year Approval	Purpose	Activity Code	Contract # (cooperative)	Contract Exp. Date
H	Wastewater	541-5-7585-655	60,000.00	60,000.00	60,000.00	No	Miscellaneous submersible pump repairs	62079	Sole source	NA
	Water	511-5-7115-650	47,000.00		47,000.00		CIP - Vehicle Replacement Program	62068	State of AZ - Peoria Ford ADSPO-166117	3/31/2022
	HURF	131-5-3581-650	47,000.00	176,000.00	47,000.00	No	CIP - Vehicle Replacement Program	62046	State of AZ - Peoria Ford ADSPO-166117	3/31/2022
	Parks	311-5-1582-650	47,000.00		47,000.00		CIP - Vehicle Replacement Program	62036	State of AZ - Peoria Ford ADSPO-166117	3/31/2022
	Engineering	511-5-7115-650	35,000.00		35,000.00		CIP - Vehicle Replacement Program	62006	State of AZ - Peoria Ford ADSPO-166117	3/31/2022
IK Construction	Water	511-5-7115-673	600,000.00	600,000.00	600,000.00	Yes	CIP - Water production facility maintenance	62065	City of El Mirage DC # PW19-JOC02	2/2/2022
Mountain States Pipe & Supply	Water	511-5-7115-270	80,000.00		80,000.00	Yes	Water meters	NA	City of Phoenix contract # 146104	8/31/2022
	Water	511-5-7115-211	50,000.00	130,000.00	50,000.00	No	Water meters for conservation program	NA		
Ren Electrical Industries	Water	511-5-7115-313	40,000.00	65,000.00	40,000.00	Yes	Miscellaneous electrical repairs	NA	City of Mesa 2020112	7/1/2025
Teach	Wastewater	541-5-7581-313	25,000.00		25,000.00		Miscellaneous electrical repairs	NA		
Teach	Wastewater	541-5-7581-311	15,000.00	15,000.00	15,000.00	Yes	SCADA system repairs and troubleshooting	NA	City of Avondale contract #19506C	7/6/2022
Reed-Scott	Customer Service	591-5-7881-336	1,408,000.00	1,408,000.00	1,408,000.00	Yes	Residential trash and recycling services	NA	City of El Mirage	Evergreen
Reed-Scott	Wastewater	541-5-7581-334	120,000.00	120,000.00	120,000.00	Yes	Sludge disposal	NA	City of El Mirage #PW17-SDH01	6/30/2022
Reed-Scott	Water	511-5-7115-222	30,000.00		30,000.00		Disinfection of potable water	NA		
Reed-Scott	Wastewater	541-5-7581-222	85,000.00	115,000.00	85,000.00	Yes	Disinfection of effluent water	NA	City of Mesa 2020135	3/30/2023
Reed-Scott	Wastewater	541-5-7581-222	55,000.00	55,000.00	55,000.00	Yes	Chemical for wastewater treatment	NA	City of Mesa 2020135	6/30/2023
Reed-Scott	Water	511-5-7115-333	35,000.00	60,000.00	35,000.00	Yes	Regulatory compliance sampling	NA	City of Tempe #WUD15-113-04	9/15/2021
Reed-Scott	Wastewater	541-5-7582-333	25,000.00		25,000.00		Regulatory compliance sampling	NA		
Reed-Scott	Sanitation	591-5-7881-223	60,000.00	60,000.00	60,000.00	Yes	Trash Containers	NA	HGAC # 09-2086	Evergreen
Reed-Scott	Customer Service	511-5-7116-338	10,000.00	10,000.00	10,000.00	No	Armored Car Services	NA	City of Mesa 2017006	10/31/2021
Reed-Scott	Customer Service	511-5-7116-325	20,000.00	20,000.00	20,000.00	Yes	End User Water Software Services	NA	City of El Mirage (October 2020 Agreement)	Evergreen
Reed-Scott	Customer Service	511-5-7116-313	25,000.00	25,000.00	25,000.00	No	Utility Bill/Notice Printing Services	NA	City of Surprise - COS16-012	10/23/2021



*Approved
70
(NR)*

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 05/27/2021	TYPE OF ACTION: Purchase	SUBJECT: Consideration and action to authorize the City Manager to enter in budgeted goods and services contracts to allow Public Works to perform their duties during FY 21/22. (Public Works)
DATE ACTION REQUESTED: 06/15/2021		
AGENDA SECTION: Consent		

TO: Mayor and Council
FROM: Nick Russo, Public Works Director

RECOMMENDATION:

Authorize the City Manager to enter in budgeted goods and services contracts to allow Public Works to perform their duties during FY 21/22 according to the attached list of vendors and to exercise future contract extensions in the amounts listed.

PROPOSED MOTION:

move to authorize the City Manager to enter in budgeted goods and services contracts as presented.

BACKGROUND:

Public Works (PW) seeks opportunities to utilize State or Municipal contracts to reduce the cost of solicitations and to gain purchasing efficiency through volume. PW makes numerous purchases throughout the year, including many routine goods and services contracts that exceed \$30K annually which require Council approval. Attached is a list of vendors and contracts that have been bid and approved through other governmental organizations and provide a cooperative clause, or are sole source, which meets the City's purchasing code section §30.23. All supporting documentation for contract purchases is on file and available for inspection. This request is to provide the City Manager with the authority to enter into the necessary contracts, as well as future contract extensions, with these vendors to allow PW to continue performing their duties and ensure there are no service disruptions to the community.

BUDGETED: Yes

SUFFICIENT FUNDS: Yes

CIP: Yes

MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED: 60000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7585-655

AMOUNT REQUESTED: 47000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-650

AMOUNT REQUESTED: 47000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 131-5-3581-650

AMOUNT REQUESTED: 47000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 111-5-1582-650

AMOUNT REQUESTED: 35000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-650

AMOUNT REQUESTED: 600000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-673

AMOUNT REQUESTED: 80000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-220

AMOUNT REQUESTED: 50000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7111-211

AMOUNT REQUESTED: 40000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-313

AMOUNT REQUESTED: 25000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7581-313

AMOUNT REQUESTED: 15000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7581-311

AMOUNT REQUESTED: 1408000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 591-5-7881-336

AMOUNT REQUESTED: 120000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7581-334

AMOUNT REQUESTED: 30000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-222

AMOUNT REQUESTED: 85000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7581-222

AMOUNT REQUESTED: 55000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7581-222

AMOUNT REQUESTED: 35000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7115-333

AMOUNT REQUESTED: 25000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 541-5-7582-333

AMOUNT REQUESTED: 60000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 591-5-7881-223

AMOUNT REQUESTED: 10000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7116-338

AMOUNT REQUESTED: 20000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7116-325

AMOUNT REQUESTED: 25000
FISCAL YEAR: FY22
ACCOUNT TO BE CHARGED: 511-5-7116-313

Attachments

- FY22 PW Annual Purchases
- CIP Items Being Approved For Purchase
- CIP Engineering Vehicles
- CIP Parks Vehicles
- CIP Streets Vehicles
- CIP Water Vehicles



146104--0

**CITY OF PHOENIX
WATER SERVICES DEPARTMENT
Procurement Division**

**SRM CONTRACT 4701005141
MOUNTAIN STATES PIPE & SUPPLY
RFP 84-17-020-RFP-8423 (EJR)**

WATER METERS - REQUIREMENTS CONTRACT

**PROCUREMENT OFFICER
Enrique Rivera
Contract Specialist II
602-534-5249
enrique.rivera@phoenix.gov**



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CITY OF PHOENIX
WATER SERVICES
DEPARTMENT
200 W. Washington Street
9th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov

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SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
WATER SERVICES DEPARTMENT
INTERNAL BUSINESS SUPPORT
DIVISION
200 W. Washington Street
9th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov

Please read this before continuing on to the solicitation document.

SOLICITATION RESPONSE CHECK LIST

Check off each of the following as the necessary action is completed.

- 1. All forms have been signed. All of Section V, Submittals, is included.
 - 2. The prices offered have been reviewed.
 - 3. The price extensions and totals have been checked.
 - 4. Any required drawings or descriptive literature have been included.
 - 5. The delivery information block has been completed.
 - 6. If required, the amount of the bid surety has been checked and the surety has been included.
 - 7. Review the insurance requirements, if any, to assure you are in compliance.
 - 8. The specified number of copies of your offer has been included.
 - 9. Any addenda have been signed and are included.
 - 10. The mailing envelope has been addressed to:
City of Phoenix
Water Services Department
Internal Business Support Division, 9th Floor
200 W. Washington Street
Phoenix, AZ 85003.
- The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the proposal opening date.
- 11. The response will be mailed in time to be received no later than time.
 - 12. Request for Consideration of Alternate Terms.



SECTION I - SOLICITATION INSTRUCTIONS

**CITY OF PHOENIX
WATER SERVICES DEPARTMENT
INTERNAL BUSINESS SUPPORT
DIVISION
200 W. Washington Street
9th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov**

1. INTRODUCTION

The City of Phoenix invites sealed proposals for **water meters**. The Period of Performance shall be a 3-year Base Period commencing on **September 22, 2017**, with two 1-year Options, exercised only by bi-lateral agreement, in accordance with the specifications and provisions contained herein.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's e-Procurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's e-Procurement system.

3. SCHEDULE OF EVENTS

Proposal Issue Date	03/07/2017
Written Inquiries Due Date	03/14/2017, 2:00 P.M., Local Arizona Time
Proposal Due Date	04/07/2017
Pre-Proposal Conference	03/17/2017
Evaluation Panel Meets	04/13/2017
Interviews (If required)	TBD
City Council Approval	06/28/2017

Proposal Submittal Location: Phoenix City Hall
City of Phoenix Water Services Department
Procurement Division
200 W. Washington Street, 9th Floor
Phoenix, AZ 85003

Pre-proposal Location: Phoenix City Hall
City of Phoenix Water Services Department
Procurement Division
200 W. Washington Street, 9th Floor
Phoenix, AZ 85003



SECTION I - SOLICITATION INSTRUCTIONS

**CITY OF PHOENIX
WATER SERVICES DEPARTMENT
INTERNAL BUSINESS SUPPORT
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200 W. Washington Street
9th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov**

Finalist Interviews: N/A

Written Inquires: enrique.rivera@phoenix.gov
&
wsd.contracts@phoenix.gov

City reserves the right to change dates and/or locations as necessary.

4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries. Any interested offerors without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Water Services Department, Procurement Division, 200 W. Washington Street, 9th Floor, Phoenix, AZ.

5. INQUIRIES

To adhere to the solicitation transparency policy and avoid disqualification, all questions that arise relating to this solicitation shall be directed in writing to:

Enrique Rivera
City of Phoenix Water Services Department
200 W. Washington Street, 9th Floor
Phoenix, AZ 85003
enrique.rivera@phoenix.gov

To be considered, written inquiries shall be received at the above address by 3/14/2017, at 2:00P.M. Phoenix Local Time. Written inquiries may be emailed to enrique.rivera@phoenix.gov. The City will respond to inquiries in an addendum published on the Procurement Website. If you need clarification to a solicitation, you are expected to send a written inquiry.

No informal contact initiated by Offeror on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. Such communication will be deemed a violation of the transparency policy and you will be disqualified. All questions concerning, or issues related to, this solicitation shall be presented **in writing**.



SECTION I - SOLICITATION INSTRUCTIONS

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INTERNAL BUSINESS SUPPORT
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6. PREPARATION OF PROPOSAL

- 6.1 All forms provided in Section V, Submittal, must be completed and submitted with your proposal. **The signed and completed Solicitation Disclosure form must be included, or your proposal may be deemed non-responsive.**

It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Submission of additional terms, conditions or agreements with your proposal may result in rejection of your proposal.

- 6.2 The submittal shall include ample written evidence, in the form of technical specification, cut/tear sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- 6.3 Offeror shall organize and submit their response (printed and electronic) in the following order: *(See paragraph 17 below, for submittal format details)*
- Section V, Submittal (to include price proposal sheets)
 - Request for Consideration of Alternate Terms (if applicable)
 - Technical Evaluation literature, illustrations, specification sheets, blueprints, and photos.
 - Build sheets, Technical, Product, Tear Sheets, etc.
- 6.4 ***It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal.*** Negligence in preparing a proposal confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
WATER SERVICES DEPARTMENT
INTERNAL BUSINESS SUPPORT
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- Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.
- 6.5 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.6 Offeror's are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than the minimums specified are non-responsive and should not be submitted.
- 6.7 If provisions of the detailed specifications preclude an otherwise qualified Offeror from submitting a proposal, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the proposal opening. The City may issue an addendum to this solicitation of any approved specification changes.
- 6.8 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.
- 6.9 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.
7. **MANUFACTURER REQUIREMENTS**
Cold water meters supplied to the City of Phoenix shall be manufactured by companies who are actively engaged in the manufacture of cold water meters and components, and who have met the years of in-service requirement satisfactory operating experience with the meters being proposed. If requested during technical evaluations, Offerors shall provide references from customers, similar in size and environment to Phoenix, where meters have been successfully operating. If different technical approaches are used to meet a requirement, the City of Phoenix reserves the exclusive right to determine the operational efficiency of each meter type offered. Offeror may be asked to submit one sample meter,



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in each size proposed, for evaluation purposes. Sample meters will be tested and returned upon contract award.

The local presence of a sales representative or manufacturer's representative, etc. is desirable. Additionally, if applicable/available, information should be provided describing the conditions under which Offeror will pay for and remove scrap meters from the City. *Note – Form D of the enclosed Meter Submittal Price Schedule (Exhibit 1) requires your proposal for a Salvage Price per unit.*

8. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the solicitation instructions, plans, drawings, specifications, or contract documents. Any changes to the solicitation, including plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 534-5249. The Offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the proposal submittal.

9. LICENSES

If required by law for the operation of the business or work related to this Proposal, Offeror must possess all valid certifications and/or licenses as required by federal, state and local laws at the time of submittal.

10. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The offeror shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

11. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not be considered. The prevailing clock shall be the City Water Services Department, Procurement Division's clock.



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All proposals must be completed in ink or typewritten. **Offerors shall submit two (2) hardcopies and six (6) electronic copies (jump drive) of their proposal.** Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- RFP Number
- RFP Title

The City intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical approach. The City reserves the right to conduct discussions, in accordance with AR 3.10, Section III, Sub-section 4.D.c), if the Procurement Officer later determines them to be necessary.

12. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

13. PROPOSAL RESULTS

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each offeror shall be read. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the proposal opening. The information on the preliminary tabulation will be posted as it was read during the proposal opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the proposals an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

14. AWARD OF CONTRACT

This will be a multiple-award contract. Awards will be made to the overall highest scoring offerors. If two or more finalists are tied, the finalists with the lowest costs will be awarded the contract.



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Award(s) will be made on a line item basis. For any line item, prices must be shown for each item. Bids may be submitted on a single line item or all line items.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Deputy Water Services Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

15. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any offeror submitting a proposal herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

16. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Offeror's facilities (during normal business hours).



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17. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period. Each response shall be:

- A. Typewritten for ease of evaluation.
- B. Submitted in an 8½ x 11 inch loose-leaf, three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper for the two originals. Electronic copies must be readable with Adobe and Microsoft office version only.
- C. Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- D. Signed by an authorized representative of the Offeror.
- E. Offers shall be converted to a PDF file, indexed using the titles for each document listed below, and submitted in the quantities stated in Sub-section 11:
- F. The Offeror's binder shall be organized in the following major sections:
 - 1) **PART 1 - TECHNICAL SUBMITTAL**

(a) Specifications [Exhibits A-H]

- (1) **Exhibit A** - POSITIVE DISPLACEMENT COLD-WATER METERS
- (2) **Exhibit B** - TURBINE TYPE COLD-WATER METERS
- (3) **Exhibit C** - COMPOUND TYPE COLD-WATER METERS
- (4) **Exhibit D** - COLD-WATER METERS - FIRE SERVICE TYPE (ASSEMBLY)
- (5) **Exhibit E** - NON-MECHANICAL METERS (ASSEMBLY) - FIRE SERVICE TYPE
- (6) **Exhibit F** - COLD WATER METERS - FIRE HYDRANT TYPE - 3"
- (7) **Exhibit G** - NON-MECHANICAL COLD WATER METERS ¾" to 2"
- (8) **Exhibit H** - NON-MECHANICAL COLD WATER METER 3" to 10"

NOTE: Exhibits A-H contain multiple tabs for the various sizes required under that type of meter. Please ensure you have addressed all tabs included within each Exhibit.

- The Offeror will enter the applicable Manufacturer's part number and specifications to support the criteria, for up to 4 meters per size (Offerors wishing to provide additional meters can do so on a continuation sheet - Exhibit A1, B1, etc.)
- Note - Each meter must meet both the "Minimum Spec Requirements" (if requested) and **all** the "Pass/fail Minimum Requirements" to be considered for award.



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However, the failure of 1 meter on the list is not the failure of all meters, as there will be multiple awards made.

- The proposed meters will be evaluated in accordance with the evaluation factors and ratings addressed in Section III, *Special Terms and Conditions*.

(b) **Warranty (for each unit offered) (Exhibit 2)**

- (1) Registration Accuracy (New Meter, Repair Meter and Low Flow Accuracy
- (2) Meter Case
- (3) Meter Register
- (4) Parts Warranty
- (5) Battery

2) **PART 2 – PRICING (Exhibit 1)**

- (1) Form A – Offeror Identification
- (2) Form B – Meter Cost (Unit Price & Extended Price)
- (3) Form C – Non-warranty Maintenance, Parts & labor
- (4) Form D - Salvage Price

3) **PART 3 – ADDITIONAL REQUIREMENTS (as applicable)**

- (1) Request for Consideration of Alternate Terms (if applicable)
- (2) Technical Evaluation literature, illustrations, specification sheets, blueprints, and photos
- (3) Build sheets, Technical, Product, Tear Sheets, etc.

18. SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the **Procurement Officer** conducted in person at 200 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours



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prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **Offerors that violate this policy shall be disqualified.**

19. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular offeror or offerors shall be posted on the Procurement Division's website <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

- Identification of the RFP or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

20. DELIVERY REQUIREMENTS

Delivery of all orders for small meters or components (up to 2") shall be provided no later than 4 weeks after date of order. Delivery of all orders for large meters or components (over 2") shall be provided no later than 6 weeks after date of order. **Offerors' Note:** The City's required delivery time has been selected for a specific reason. Any deviations by the



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Contractor from that length of time, after contract award, may result in the implementing of the "Default" and/or "Liquidated Damages" provisions of the contract.

21. SALVAGE OF OLD UNITS

If applicable/available, information should be provided describing the conditions under which Offeror will pay for and remove scrap meters from the City.



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1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

- "A.R.S." Arizona Revised Statute
- "Broker, Packager, Mfr's Representative, A firm that is not a manufacturer or regular dealer as defined herein and whose role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain services, materials, equipment or product.
- "Buyer" City of Phoenix, City Procurement Division staff person responsible for the solicitation.
- "CBP" U.S. Customs and Border Control.
- "City" The City of Phoenix
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract/Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Contract Representative" The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.



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- “Days” Means calendar days unless otherwise specified.
- “Deputy Water Services Director” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
- “Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
- “EPA” Environmental Protection Agency
- “FIFRA” Federal Insecticide, Fungicide and Rodenticide Act
- “FIS” Federal Inspection Services.
- “Manufacturer” that A firm that operates or maintains a factory or establishment produces on the premises, the materials, supplies, articles or equipment required under the contract.
- “Offer” Means bid or quotation.
- “Regular Dealer” A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. An established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- “Offeror” Means a vendor who responds to the Request for Proposal.
- “Solicitation” Means a Request for Proposal (RFP).



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“Suppliers” Firms, entities or individuals furnishing goods or services directly to the City.

“Vendor” A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 APPLICABLE LAW: This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 IMPLIED CONTRACT TERMS: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- A. Special terms and conditions
- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Offerors
- H. Other documents referenced or included in the Request for proposal.

2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant



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thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5 SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

2.6 NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.7 PAROL EVIDENCE: This Agreement 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 this agreement. No course of prior dealings between the parties and no usage in 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 nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 RECORDS: All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2 PUBLIC RECORD: All proposals submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If an offeror believes that a specific section of its proposal response is confidential, the offeror shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Procurement Division will review the material and make a determination.



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3.3 CONFIDENTIALITY AND DATA RECORD: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor and its subcontractors shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor shall notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

The obligations of Contractor under this section shall survive the termination of this Agreement.

3.4 DISCRIMINATION PROHIBITED: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair



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employment practice. The supplier and/or lessee shall take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

- 3.5 LICENSES AND PERMITS:** Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.6 ADVERTISING:** Contractor shall not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Water Services Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual



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Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor’s products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.

3.10 COMPLIANCE WITH LAWS: Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor’s acts.



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3.11 LAWFUL PRESENCE REQUIREMENT: Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot established that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

3.12 CONTINUATION DURING DISPUTES: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13 EMERGENCY PURCHASES: The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

3.14 STRICT PERFORMANCE: Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

4.1 PAYMENT TERMS: The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the proposal.

4.2 PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.



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- 4.3 **LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 **DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 **NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 4.6 **FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 **MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this proposal that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The offeror shall promptly notify the City of such price reductions.
- 4.8 **F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 **CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Water Services Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 **ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior



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written permission of the Deputy Water Services Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 AUTHORIZED CHANGES: The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Water Services Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1 TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or



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subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

- 6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

- 6.5 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.



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If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.6 LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
- 6.7 DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

- 7.1 GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.
- 7.2 QUALITY:** Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular



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purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

- 7.3 **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 7.4 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 **QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for proposal conform to the proposal specifications. The cost of testing, dissection or analysis shall be borne by the offeror.
- 7.6 **REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 **WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.



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8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Offeror.
- 8.5 DEFAULT:** In case of default by the offeror, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual



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requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 10 percent without the express written approval of the Deputy Water Services Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Water Services Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Water Services Director was not received prior to the Contractor's performance.

- 8.8 COST JUSTIFICATION:** In the event only one response is received, the City may require that the offeror submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
- 8.9 WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

9. CONTRACT TERMINATION

- 9.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material



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received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

- 9.3 **CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



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1. EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

A. Price: 400 points
Unit Price/Extended Price

- B. Specifications: 400 points**
- 1) **Exhibit A** - Positive Displacement Cold-Water Meters
 - 2) **Exhibit B** – Turbine-type Cold-Water Meters
 - 3) **Exhibit C** - Compound Type Cold-Water Meters
 - 4) **Exhibit D** - Cold-Water Meters - Fire Service Type (Assembly)
 - 5) **Exhibit E** - Non-Mechanical Meters (Assembly) - Fire Service Type
 - 6) **Exhibit F** - Cold Water Meters - Fire Hydrant Type – 3”
 - 7) **Exhibit G** - Non-Mechanical Cold Water Meters ¾” to 2”
 - 8) **Exhibit H** - Non-Mechanical Cold Water Meters 3” to 10”

- C. Warranty: 200 points**
- 1) Registration Accuracy (New Meter, Repaired Meter and Low Flow Accuracy)
 - 2) Meter Case
 - 3) Meter Register
 - 4) Parts Warranty
 - 5) Battery

2. EVALUATION OF COMPETITIVE SEALED PROPOSALS

A. Proposal Evaluation, Negotiation and Selection

The City intends to evaluate proposals and award a contract without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical approach. However, the City reserves the right to conduct discussions, in accordance with AR 3.10, Section III, Sub-section 4.D.c), if the Procurement Officer later determines them to be necessary.

The City will evaluate and negotiate Proposals, select the Offeror whose proposal represents the best value to the City, and award any Contract in accordance with the criteria and procedures described in this RFP, including this section. The RFP’s approach



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contemplates that proposals will first be evaluated to determine which ones are in the Competitive Range. The City may then discuss with Offerors and negotiate proposals that are in the Competitive Range, after which the City may request Best and Final Offers (BAFOs). But the City may select a proposal for award without discussions or negotiations and without requesting BAFOs.

B. Evaluation Committee

The City will appoint an Evaluation Committee (AKA Technical Evaluation Board/TEB). The Evaluation Committee may consist of City staff, staff from other agencies, and other persons. The Procurement Officer shall chair the Evaluation Committee and serve in a non-voting capacity. The Evaluation Committee will evaluate proposals, establish the Competitive Range, negotiate proposals, and select the Offeror, if any, to receive the Contract award. The City may appoint a Subject Matter Expert (SME) Team to provide technical assistance to the Evaluation Committee. The SME Team may consist of City staff, staff from other public agencies, and other persons. The SME Team shall evaluate the technical portion of each proposal for compliance with the RFP specifications. The SME Team will provide a summary of its technical review to the Evaluation Committee. The Procurement Officer will review and score Price Proposals. The Offeror offering the lowest total cost will receive the maximum points allocated for price. All other Offerors will receive points based on the mathematical relationship between their proposed price and the lowest Offeror's price.

C. Proposal Selection Process

In selecting an Offeror, the City will apply the evaluation criteria set forth below. The section "Determining Responsiveness and Responsibility" below specifies the requirements for determining responsible Offerors, all of which requirements must be met by an Offeror to be found qualified. The final determination of an Offeror's qualifications will be based upon all information received during the evaluation process.

3. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- A. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- B. Responsiveness: Nonresponsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP includes terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive. Exceptions, conditions, reservations, or



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understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Proposal to be nonresponsive.

- C. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
 - D. The Procurement Officer, in consultation with legal counsel, will review each Proposal to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary.
 - E. A review of responsibility may occur up to contract award.
 - F. The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 4. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE**
- A. Meters will be evaluated utilizing a combination of two separate rating factors – 1) Pass/Fail – used to determine if the meters meet the minimum, acceptable standards (AWWA and City of Phoenix) for constructability; and 2) an Adjectival Rating assigned to the performance specifications of the proposed meters (Exceptional/Excellent/Satisfactory/Unacceptable); The adjectival ratings are defined below:



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Exceptional – Specifications for the proposed product or equipment item exceeds the requirements of the Scope of Work. Strengths far outweigh any weaknesses. Risk of unsuccessful product performance and durability is very low.

Excellent – Specifications for the proposed product or equipment item meets, and in some cases exceeds the requirements of the Scope of Work. The strengths outweigh the weaknesses. Risk of unsuccessful product performance and durability is low.

Satisfactory – Specifications for the proposed product or equipment item meet only the minimum standards of the requirements of the scope of work. Strengths and weaknesses are offsetting, or will have little or no impact on contract performance. Risk of unsuccessful product performance and durability is moderate.

Unacceptable – Specifications for the proposed product or equipment item do not meet minimum requirements and contain one or more deficiencies. Proposal is not awardable.

- B. Offers will be submitted on the enclosed Exhibits A-H, to include the part number and specifications for each meter proposed, along with their respective Spec Sheets. As an example, if proposing on a *“Positive Displacement Cold Water Meter, 5/8” x 3/4”*, the Offeror will complete Exhibit A, entering up to 4 meters, with the Manufacturer’s part # and specifications for that meter (*see Section I, Sub-section 17, if proposing more than 4 meters per size*).
- C. During technical evaluations, the TEB will individually review each submittal for both the Pass/Fail criteria and the specifications of each proposed meter. The Pass/Fail criteria for each meter require that all criteria must pass in order for the meter to be considered for award, while the meter specifications will be evaluated using the above ratings. Those meters not meeting the minimum requirements will be eliminated from further evaluation. The results of the individual technical evaluations will be documented on these sheets (with supporting comments), and forwarded to the TEB Chair for review, to ensure compliance with the RFP. Once the individual evaluations have been validated, the TEB will re-convene for a consensus evaluation, in which the adjectival ratings (Exceptional – Unacceptable) will be converted to a point score (0-400).
- D. During deliberations, the TEB will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors’ rankings and which Proposals are within the Competitive Range, when appropriate.

5. **PROPOSALS NOT WITHIN THE COMPETITIVE RANGE**

The City may notify Offerors of proposals that the City determined are not in the Competitive Range.

6. **DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE**



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- A. The City will notify each Offeror whose proposal is in the Competitive Range or made the ‘short list’ and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its proposal. The Offerors in the competitive range may be required to provide a demonstration of their product.
- B. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- C. If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the proposal is in the Competitive Range.
- D. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other proposals received in response to this RFP. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. But the City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

7. BEST AND FINAL OFFERS (BAFO)

- A. BAFO is an option available for negotiations. Each Offeror in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following: 1. Notice that discussions/negotiations are concluded. 2. Notice that this is the opportunity to submit a written BAFO. 3. A common date and time for submission of a BAFO by each Offeror in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs. 4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified



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for receipt of BAFOs. 5. Notice to Offerors that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

- B.** If an Offeror’s BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately the initial scores for criteria that have been affected by Proposal modifications made by a BAFO. Based on the criteria defined in the RFP as weighted, the City will then perform final scoring and prepare final rankings.
- C.** The Evaluation Panel will recommend the proposal that is the best value and most advantageous to the City based on the evaluation criteria. The results of the evaluation and the selection of an Offeror for any award will be documented in the solicitation file.
- D.** The City reserves the right to make an award to an Offeror whose proposal is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

8. FOB POINT

Prices quoted shall be FOB destination and delivered, as required, to the following point(s): Water Stores, 2500 S 22nd Ave. Phoenix, Arizona 85009

9. OFFER

All offers shall be firm and fixed for a period of 120 calendar days from the solicitation opening date. Pass-through offer adjustments will be accepted after that date provided said adjustment(s) are submitted in writing with thirty (30) days advance notice and are accompanied by written documentation of a manufacturer's offer increase. Offer adjustment requests shall be sent to: ENTER BUYER'S NAME, Purchasing, 200 W. Washington Street, Phoenix, Arizona 85003.

10. PRICE ADJUSTMENTS

All prices submitted shall be firm and fixed for a period of three years from the RFP opening date. Pass through price adjustments will be accepted every six (6) months after that date provided said adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to enter buyer's name.



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11. DISCOUNT

All discounts offered shall be firm and fixed for the specified contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

12. DISCOUNT FROM PUBLISHED PRICE LISTS

Solicitations shall be submitted on the basis of a discount from a manufacturer's most recent Published Price List(s). Such Published Price List(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, all solicitations are to be firm for a period of ninety (90) days after the solicitation opening date and Revised Price Lists will not be accepted by the City until after that date. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists, by the manufacturer. Price adjustments will not be made for changes in freight costs.

Revised Published Price(s) will not become effective until revised list(s) are submitted to the City under Contractor cover letter identifying the applicable contract agreement number. Contractor cover letter and pricing list(s) must be date, signed, and submitted to: ENTER THE BUYER'S NAME, 200 W. Washington Street, 8th Floor, Phoenix, Arizona 85003.

Enter the number of copies required. copies of revised price list will be required.

13. AWARD – LINE ITEM

Award will be made on a line item basis. For any line item prices must be shown for each item. Bids may be submitted on a single line item for all.

14. METHOD OF ORDERING (PURCHASE ORDERS)

Issuance of written purchase order(s) by the Procurement Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Procurement Division. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

15. METHOD OF INVOICING

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.



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- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

16. INDEMNIFICATION:

(COMMODITY PURCHASE – CONTRACTOR DELIVERY)

Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

Contractor must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the purchase and or use of the commodity.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE:



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Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory
Employers’ Liability Statutory

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

ADDITIONAL INSURANCE REQUIREMENTS:

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

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the



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Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix Water Services Department, Purchasing Division, 200 W. Washington Street, Phoenix, Arizona 85003; emailed to: wsd.contracts@phoenix.gov

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Water Services/Purchasing, 200 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description are to be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

APPROVAL:

Any modification or variation from the insurance requirements in this Contract must have prior approval from the City of Phoenix Law Department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

17. EMPLOYEE AND BUILDING ACCESS

All Contractor’s personnel are to be in uniform and/or wearing identification badges that bear the employee’s name and company name/logo. All personnel must be cleared by the facility security personnel prior to starting work. It is the Contractor’s responsibility to



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provide updates and changes of personnel as necessary. Access to the building shall be directed by the City's authorized representative. Contractor's service personnel shall sign in at the security desk when arriving to service a facility and sign out when leaving.

Access to designated restricted areas is forbidden by Contractor's employees. Restricted areas are to be designated by the City's representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employee are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee and cleared to be on site.

18. OPTION TO EXTEND

The City may, at its option and with approval of the Contractor, extend the period of this contract up to two (2) additional years, in increments of up to one year.

19. NEW EQUIPMENT

All items offered shall be new equipment supplied from the manufacturer. Submissions for remanufactured equipment will be considered as non-responsive and rejected.

20. NEW PRODUCT AVAILABILITY

The City intends to award contracts for specified products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City, in its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as, or less, than the discontinued item.



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21. EVALUATION LITERATURE

Complete specifications, literature, illustrations, blueprints and photos of the proposed equipment shall be submitted with the offer. Offers submitted for products considered by the Offeror to be equal to or better than the brand names or manufacturer’s catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the City’s use to evaluate their product(s) offered.

Offeror shall indicate on its submittal any variation between the equipment offered and the literature or specification sheets submitted. Any item or items not specifically mentioned shall not be interpreted as not being requested. These specifications are intended to set a minimum level of quality and/or suitability. All equipment supplied shall be new, unused current production models equipped as described in the manufacturer’s published literature and specification sheets. All equipment and components listed as standard by the manufacturer for the model offered shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tools, kits, jacks, instruments etc. Optional equipment needed to meet the specifications shall also be supplied.

22. EQUIPMENT DEMONSTRATION

The City may, in its discretion, require a demonstration of the equipment or material offered as part of the evaluation process. The equipment or material shall be provided by the offeror at no cost to the City for the period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested.

23. SPECIFICATIONS

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

24. SUBSTITUTION OF SPECIFIED ITEMS

Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words “or equal.” The Offeror may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications then the Offeror must furnish the item or material with one that in, the opinion of the City of Phoenix, is equal.

25. SOFTWARE SUPPORT

Contractor agrees to offer for each software program licensed to the City a Source Code



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Escrow Agreement that provides for release of the source code version of the licensed software program from escrow upon the occurrence of certain release events, including Contractor’s failure to provide required maintenance services as agreed; any rejection or termination of the License Agreement by Contractor or its successors or representatives in breach of the provisions of the License Agreement including in all events any rejection or termination of the License Agreement or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the “Bankruptcy Code”), or any other federal or state bankruptcy, insolvency, receivership, or similar law; (b) failure of a trustee, including Contractor as debtor in possession in any bankruptcy case hereafter filed by or against Contractor to assume the License Agreement within fifteen (15) days after the filing of the initial bankruptcy petition or to perform the License Agreement within the meaning of Section 365(a)(4)(i) of the Bankruptcy Code; (c) the termination of substantially all of Contractor’s ongoing business operations relating to the subject of the License Agreement and (d) any liquidation of Contractor, or any sale, assignment, or foreclosure of or upon assets that are necessary for the performance by Contractor of its responsibilities under the License Agreement and any agreed upon Support or Maintenance Agreement.

26. MISCELLANEOUS FEES

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price. Invoices will be processed for the submitted prices only.

Labor rates (Shop and On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted under this agreement. Labor time period will be from “check in” and “check out” at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Phoenix, AZ time) during regular business days and excluding City holidays (Non City Business Hours: 5:01 p.m. to 5:59 a.m. non regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their bid response.

27. COOPERATIVE AGREEMENT

In addition to the City of Phoenix and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of



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the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City of Phoenix shall not be responsible for any disputes arising out of transactions made by other public entities who utilize this Agreement.

28. REPAIR AND REPLACEMENT PARTS GUARANTEE

Following the expiration of any express or implied warranty applicable to those goods, items, equipment and vehicle furnished to the City under this contract, Contractor agrees to supply the City (as well as its agents, representatives, contractors and hires) with in-stock repair and replacement parts carrying a full manufacturer’s warrantee at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.

29. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

30. DELIVERY TIME

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order must be stated in definite terms. Should there be variations in delivery times by item; the solicitation submittal must be clear concerning these variations.

Note:

The City’s required delivery date has been selected for a specific reason. Any deviations by the Contractor from that date, after contract award, may result in the implementing of the “Default” and/or “Liquidated Damages” provisions of the contract.



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31. MANUALS

All complete operating and parts manuals are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all enter specific equipment specifications and mechanical troubleshooting in paper and electronic media.

32. TRAINING-OPERATION AND MAINTENANCE

The successful contractor shall provide training as outlined below.

GENERAL TRAINING REQUIREMENTS

Training will be conducted at the City of Phoenix Water Services Distribution, within Phoenix Arizona facilities, unless otherwise designated by same. The contractor will provide all necessary audiovisual materials and instructors for this purpose. All training classes will contain at least ten (10) City of Phoenix Technicians. The contractor shall allow videotaping of the training session(s) by city of Phoenix personnel and all tapes shall remain the sole property of the City of Phoenix.

Additionally, the contractor shall provide any available CD/DVD's or access to online resources, on the repair, maintenance, operation and safety of the units or components, at no additional cost. Where available video tapes are copyrighted, it is the contractor's responsibility to secure written approval for duplication of these tapes for the sole use of the City of Phoenix training process.

Where the contractor does not have appropriate knowledge or materials for providing this training, it will be the contractor's responsibility to coordinate and secure, at no additional cost, subcontractors to meet the requirement of this specification.

The contractor shall allow 21 days scheduling time for Water Services to notify appropriate employees of training.

The contractor shall supply an outline of all training classes to the training coordinator before the first unit is delivered.

The contractor will coordinate all training through the Water Services Training Coordinator.



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SECTION IV - SCOPE OF WORK

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SECTION IV - SCOPE OF WORK

1. SCOPE

For the supply of positive displacement cold water meters and the supply of non-mechanical cold water meters and associated components. All meter registers must be equipped with Itron 100 W+ Encoder Receiver Transmitter (ERT) compatible connectors.

The period of performance will be a three-year contract, with two (2) 1-year options (awarded via a bi-lateral agreement), beginning about September 1, 2017. The City will order complete meters with registers, and registers only, on an as needed basis.

NOTE: The estimates below are estimates only. There is no guarantee the City will procure these items in the quantities listed during the life of this contract. Therefore, the Contractor will not assume a contract award of this magnitude.

Cold-Water Meters and Components

Item No.	Estimated Annual Quantity	Description	Reference
Complete Meter			
			Reference
1.	21,000	5/8" x 3/4" Positive Displacement Meter *	Para. 2
2.	10,250	3/4" Non-mechanical cold-water meter	Para. 8
3.	2,750	3/4" Positive Displacement Cold-Water Meter	Para. 2
4.	2,400	1" Positive Displacement Cold-Water Meter	Para. 2
5.	1,000	1" Non-mechanical cold-water meter	Para. 8
6.	475	1 1/2" Positive Displacement Cold-Water Meter	Para. 2
7.	205	1 1/2" Non-Mechanical Cold-Water Meter	Para. 8
8.	700	2" Positive Displacement Cold-Water Meter	Para. 2
9.	300	2" Non-Mechanical Cold-Water Meter	Para. 8
10.	23,800	3/4" Positive Displacement Cold-Water Meter	Para. 2
11.	10,200	3/4" Non-mechanical cold-water meter	Para. 8
12.	5	2" Turbine Cold-Water Meter	Para. 3
13.	10	3" Turbine Cold-Water Meter	"
14.	5	4" Turbine Cold-Water Meter	"



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15.	1	6" Turbine Cold-Water Meter	Para. 3
16.	1	8" Turbine Cold-Water Meter	"
17.	1	10" Turbine Cold-Water Meter	"
18.	10	3" Compound Cold-Water Meter	Para. 4
19.	5	4" Compound Cold-Water Meter	"
20.	5	6" Compound Cold-Water Meter	"
21.	1	8" Compound Cold-Water Meter	"
22.	1	10" Compound Cold-Water Meter	Para. 4
23.	45	3" Non-Mechanical Cold-Water Meter	Para. 8
24.	35	4" Non-Mechanical Cold-Water Meter	"
25.	1	6" Non-Mechanical Cold-Water Meter	"
26.	2	8" Non-Mechanical Cold-Water Meter	"
27.	2	10" Non-Mechanical Cold-Water Meter	"
28.	1	4" Fire Rated Cold-Water Meter	Para. 5
29.	1	6" Fire Rated Cold-Water Meter	"
30.	1	8" Fire Rated Cold-Water Meter	"
31.	1	10" Fire Rated Cold-Water Meter	"
32.	1	4" Fire Rated Non-Mechanical Meter	Para. 9
33.	1	6" Fire Rated Non-Mechanical Meter	"
34.	1	8" Fire Rated Non-Mechanical Meter	"
35.	1	10" Fire Rated Non-Mechanical Meter	"
36.	90	3" Fire Hydrant Meter (with Coupling, Phoenix thread swivel coupling)	Para. 7
37.	AS NEEDED	REPAIR/REPLACEMENT PARTS <i>(Catalog Price List to be submitted with offer and included in contract award)</i>	

*Estimated quantities for 5/8" X 3/4" meters are subject to change during the contract period, based on the City's decision to possibly discontinue the use of 5/8" X 3/4", in favor of the use of 3/4" meters.



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2. **POSTIVE DISPLACEMENT COLD-WATER METERS** (*Exhibit A*)

All Meters must meet at a minimum the most current version of C700/C707 Displacement Type, Metal Alloy Main Case standards and the standard in the table below. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

	5/8" X 3/4"	3/4"	1"	1.5"	2"
Normal Flow (Typical Operating Range)	0.5 to 20 gpm @ +/- 1.5%	0.75 to 30 gpm @ +/- 1.5%	2 to 50 gpm @ +/- 1.5%	2 to 100 gpm @ +/- 1.5%	3 to 160 gpm @ +/- 1.5%
Minimum Flow (Low Flow)	0.5 gpm @ 98.5%	0.5 gpm @ 95%	0.75 gpm @ 95%	1.50 gpm @ 95%	2 gpm @ 95%
Max Pressure Loss	10 psi @ max operating capacity	12 psi @ max operating capacity	9 psi @ 50 gpm	8 psi @ 100 gpm	10 psi @ 160 gpm
Measuring Element	Nutating Disk	Nutating Disk	Nutating Disk	Nutating Disk	Nutating Disk
Lay Lengths	7.5	7.5	10.75	13"	17"
Register type	Encoder	Encoder	Encoder	Encoder	Encoder
Serviceable register	Perm. sealed	Perm. sealed	Perm. sealed	Perm. sealed	Perm. sealed
Measuring units	Cubic feet	Cubic feet	Cubic feet	Cubic feet	Cubic feet
Flange Shape	N/A	N/A	N/A	Oval	Oval

All meters shall be field replaceable and supplied with registers that meet at a minimum C707 standards and all of the following listed requirements. Meters need to be in service (in the ground) for a minimum of 10 years

- A. The register must be compatible with Itron meter reading hardware and software.
- B. The register must be equipped with a casing holster compatible with and able to secure Itron 100w ERT.
- C. All registers shall be read in cubic feet.



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- D. The disc center pin as well as the magnetic drive assemble shaft shall be stainless steel - the use of plastic is prohibited. A stuffing box assembly shall not be employed.
- E. All reduction gearing must have the capability of being interchanged from one meter to another of the same size and operate accurately without calibration.
- F. Secured to the main case in such a manner that tampering can readily be determined.
- G. Register magnets shall have sufficient torque to assure positive drive between piston and register at all times.
- H. Register lens must resist breakage and scoring under normal conditions
- I. Registers whether odometer or electronic shall clearly show the billing read and the raw read differentiated
- J. ERT wire shall be 2' long.

3. TURBINETYPE COLD-WATER METERS (*Exhibit B*)

All meters must meet at a minimum the most current version of C701CLASS II/C707 and the standards in the table below. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

	2"	3"	4	6	8	10
Meter Body/ Main case	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)	Metal Alloy Brass, Bronze, Stainless Steel (No Ductile, Epoxy Coating, Iron)
FLANGES	Metal Alloy	Metal Alloy	Metal Alloy	Metal Alloy	Metal Alloy/Cast Iron Epoxy Coated	Metal Alloy/Cast Iron Epoxy Coated
LAY LENGHT	17" with a screen	12"	14"	18"	20"	26"

All meters shall be field replaceable and supplied with registers that meet at a minimum C707 standards and all of the following listed requirements. Meters need to be in service (in the ground) for a minimum of 10 years.

- A. The register must be compatible with Itron meter reading hardware and software.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
 WATER SERVICES DEPARTMENT
 INTERNAL BUSINESS SUPPORT
 DIVISION
 200 W. Washington Street
 9th Floor
 Phoenix, AZ 85003
wsd.contracts@phoenix.gov

- B. The register must be equipped with a casing holster compatible with and able to secure Itron 100w ERT.
- C. All registers shall be read in cubic feet.
- D. The disc center pin as well as the magnetic drive assemble shaft shall be stainless steel - the use of plastic is prohibited. A stuffing box assembly shall not be employed.
- E. All reduction gearing must have the capability of being interchanged from one meter to another of the same size and operate accurately without calibration.
- F. Secured to the main case in such a manner that tampering can readily be determined.
- G. Register magnets shall have sufficient torque to assure positive drive between piston and register at all times.
- H. Register lens must resist breakage and scoring under normal conditions
- I. Registers whether odometer or electronic shall clearly show the billing read and the raw read differentiated
- J. ERT wire shall be a minimum 25' long

4. COMPOUND TYPE COLD-WATER METERS *(Exhibit C)*

All meters must meet at a minimum the most current version of C702/C707 and the standards in the table below. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

	3"	4"	6"	8"	10"
Normal Operating Range	.5 to 450gpm (100% ± 1.5%)	.75 to 1000gpm (100% ± 1.5%)	.75 to 2000gpm (100% ± 1.5%)	2.5 to 4500gpm (100%±1.5%)	
Low Flow @ 95% Accuracy	.25gpm	.375gpm	.75gpm	1.25gpm	
Max Pressure Loss	6 psi @ 400gpm	11 psi @ 800gpm	9.3 psi @ 1500gpm	6.3 psi @3500gpm	
Pressure Loss at Crossover	4 psi	4 psi	5 psi	2 psi	
Minimum Crossover Accuracy	97%	97%	97%		



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Measuring Element	Nutating Disc	Nutating Disc	Nutating Disc	Nutating Disc	Nutating Disc
Lay Length	17"	20"	24"		

All meters shall be field replaceable and supplied with registers that meet at a minimum C707 standards and all of the following listed requirements. Meters need to be in service (in the ground) for a minimum of 10 years.

- A. The register must be compatible with Itron meter reading hardware and software.
- B. The register must be equipped with a casing holster compatible with and able to secure Itron 100w ERT.
- C. All registers shall be read in cubic feet.
- D. The disc center pin as well as the magnetic drive assemble shaft shall be stainless steel - the use of plastic is prohibited. A stuffing box assembly shall not be employed.
- E. All reduction gearing must have the capability of being interchanged from one meter to another of the same size and operate accurately without calibration.
- F. Secured to the main case in such a manner that tampering can readily be determined.
- G. Register magnets shall have sufficient torque to assure positive drive between piston and register at all times.
- H. Register lens must resist breakage and scoring under normal conditions
- I. Registers whether odometer or electronic shall clearly show the billing read and the raw read differentiated
- J. ERT wire shall be a minimum 25' long

5. FIRE SERVICE TYPE COLD-WATER METERS (ASSEMBLY) *(Exhibit D)*

All meters must meet at a minimum C703, C707, FM 1044, UL SU 327B standards and must provide in tubular format information providing specs pertaining to FM 1044, UL SU 327B. Document should be provided showing meters have met the FM 1044, UL SU 327B standards. Must be compatible with Itron 100W+ ERT's and must be supplied with Itron 25' wire connector. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

All meters shall be field replaceable and supplied with registers that meet at a minimum C707 standards and all of the following listed requirements. Meter need to be in service (in the ground) for a minimum of 10 years.

- A. The register must be compatible with Itron meter reading hardware and software.
- B. The register must be equipped with a casing holster compatible with and able to secure Itron 100w ERT.
- C. All registers shall be read in cubic feet.



SECTION IV - SCOPE OF WORK

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- D. The disc center pin as well as the magnetic drive assemble shaft shall be stainless steel - the use of plastic is prohibited. A stuffing box assembly shall not be employed.
- E. All reduction gearing must have the capability of being interchanged from one meter to another of the same size and operate accurately without calibration.
- F. Secured to the main case in such a manner that tampering can readily be determined.
- G. Register magnets shall have sufficient torque to assure positive drive between piston and register at all times.
- H. Registers, whether odometer or electronic, shall clearly show the billing read and the raw read differentiated.
- I. Register lens must resist breakage and scoring under normal conditions.
- J. ERT wire shall be 25' long.

6. FIRE SERVICE TYPE NON-MECHANICAL METERS (ASSEMBLY) (*Exhibit E*)

All meters must meet at a minimum C703, C707, FM 1044, UL SU 327B standards and must provide in tubular format information providing specs pertaining to FM 1044, UL SU 327B. Document should be provided showing meters have met the FM 1044, UL SU 327B standards. Must be compatible with Itron 100W+ ERT's and must be supplied with Itron 25' wire connector. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

All meters shall be field replaceable and supplied with registers that meet at a minimum C707 standards and all of the following listed requirements. Meter need to be in service (in the ground) for a minimum of 10 years.

- A. The register must be compatible with Itron meter reading hardware and software.
- B. The register must be equipped with a casing holster compatible with and able to secure Itron 100w ERT.
- C. All registers shall be read in cubic feet.
- D. The disc center pin as well as the magnetic drive assemble shaft shall be stainless steel - the use of plastic is prohibited. A stuffing box assembly shall not be employed.
- E. All reduction gearing must have the capability of being interchanged from one meter to another of the same size and operate accurately without calibration.
- F. Secured to the main case in such a manner that tampering can readily be determined.
- G. Register magnets shall have sufficient torque to assure positive drive between piston and register at all times.
- H. Registers, whether odometer or electronic, shall clearly show the billing read and the raw read differentiated.
- I. Register lens must resist breakage and scoring under normal conditions.
- J. ERT wire shall be 25' long.



SECTION IV - SCOPE OF WORK

**CITY OF PHOENIX
WATER SERVICES DEPARTMENT
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7. 3" FIRE HYDRANT TYPE COLD-WATER METERS (Exhibit F)

All meters must meet at a minimum C701 standards and must provide in tubular format information providing specs pertaining to C701. Meters will then be scored using City of Phoenix enhanced standards. Document should be provided showing meters have met the C701 standards. Must meet NSF 61 standards

8. NON-MECHANICAL COLD-WATER METERS (3/4" – 2") (Exhibit G)

All meters must meet at a minimum the most current version of C750, C751, and the standards in the table below. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.

	3/4	1	1.5	2
Measuring Element	Ultrasonic/mag	Ultrasonic/mag	Ultrasonic/mag	Ultrasonic/mag
Lay Lengths	7.5"	10.745"	13"	17"
Flange Shape	N/A	N/A	Oval	Oval

All meters must meet at a minimum C750, C751 standards. Meter need to be in service (in the ground) for a minimum of 5 years.

All meters shall be supplied with registers that meet at a minimum C750, C751 standards and must be compatible with Itron 100W+ ERT's. Must be supplied with Itron 2' connector. must meet NSF 61 standards

9. NON-MECHANICAL COLD-WATER METERS (3" – 10") (Exhibit H)

All meters must meet at a minimum the most current version of C750, C751, and the standards in the table below. Meter main case shall have a boss on it for the imprinting of serial numbers. The meter serial number shall be stamped or engraved on the meter main case and shall be visible from above in a normal pit area setting. These serial numbers must enable the City of Phoenix to accurately determine the year of the meter manufacture.



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	3"	4"	6"	8"	10"
Measuring Element	Ultrasonic/mag	Ultrasonic/mag	Ultrasonic/mag	Ultrasonic/mag	
Lay Lengths	12"	14"	18"	20"	17.75"
Meter Body/ Maincase Material	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel
Flange Material	Ductile Iron/Epoxy Coated	Ductile Iron/Epoxy Coated	Ductile Iron/Epoxy Coated	Ductile Iron/Epoxy Coated	Ductile Iron/Epoxy Coated

All meters must meet at a minimum C750, C751 standards. Meter need to be in service (in the ground) for a minimum of 5 years. All meters shall be supplied with registers that meet at a minimum C750, C751 standards and must be compatible with Itron 100W+ ERT's and must be supplied with Itron 25' wire connector. Any Lay length not meeting COP spec must provide stainless steel, spool, bolts and nuts to reach the spec. must meet NSF 61 standards

RECLAIMED WATER METERS & REGISTERS

All meters must meet at a minimum C700, C707 standards.

10. TRAINING

The Contractor shall conduct factory-level training for City employees to become familiar with routine maintenance, repairs and diagnostics. *(See Section III, Sub-section 32 for details.)*



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Procurement Division
200 W. Washington Street
8th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov**

Please submit two (2) originals printed and **six (6) jump drive copies with your response.** *Submit only Section V, along with Exhibits A-H, Exhibit 1&2, and supporting documents and specifications. Do not submit a copy of the entire solicitation.* This offer will remain in effect for a period of 120 calendar days from the RFP opening date and is irrevocable unless it is in the City's best interest to do so.

PREPARATION OF SOLICITATION

All printed, excel spreadsheet, electronic media (Jump Drive), specification sheets in the Submittal Section must be completed and accurate with your response. It is permissible to copy both sections if necessary. Erasures, interlineations, or other modifications of your solicitation shall be noted by the authorized person signing the solicitation. No submittals shall be altered, amended or withdrawn after the specified solicitation due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Solicitations submitted with additional/alternate terms, conditions or agreements may be considered as non-responsive and rejected.

Due to the complexity of the offers and to aid in the evaluation, the offers should contain all required information in tabbed sections as indicated in Section I, Sub-section 17. With regard to the electronic proposal sheets and spreadsheets, omissions or alternations of the electronic sheets will be sufficient grounds for the City to consider your offer to be non-compliant.

The submittal shall include ample written evidence, in the form of technical specification, cut/tear sheets, brochures, pictures, drawing, etc., to demonstrate that all specifications herein have been met and/or exceeded

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

Company Name _____ <p style="text-align: center;">RFP 84-17-020-RFP-8423 (CG)</p>	Page 56 of 66
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SECTION VI - SUBMITTALS

CITY OF PHOENIX

SECTION VI – SUBMITTALS

1. PAYMENT TERMS

Contractor offers a prompt payment discount of 0 % _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

2. DELIVERY

Contractor states that item(s) ordered will be delivered Stock to 3 weeks ARO days after receipt of order. This delivery schedule shall include any time for shipping.

3. WARRANTY

Specify the Contractor or dealership/manufacturer where warranty work will be done:

Contractor Mountain States Pipe & Supply Co

Address 9299 West Olive Ave, Suite 810

City, State and Zip Code Peoria, AZ 85345

4. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name Marc Brown

Telephone Number 520-431-6739

Alternate Contact Paul Carroll

Telephone Number 719-351-4120

5. ARIZONA CORPORATE COMISSION

Offeror shall be lawfully authorized to conduct business in Arizona or have no impediments to conduct business in Arizona

Yes X No _____

Provide Arizona Corporation Commission registration number (www.azcc.gov) with your response. 1072863



SECTION VI - SUBMITTALS

CITY OF PHOENIX

6. SOLICITATION CONFLICT AND TRANSPARENCY DISCLOSURE FORM

Offeror has submitted the Solicitation Conflict and Transparency Disclosure Form and agree to abide by the SOLICITATION TRANSPARENCY POLICY under Section I - Instruction, Item 16.

Yes X No

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. 20072417

Use Tax No. for Out-of State Suppliers N/A
Lasted dated license 2010 #04009441

City of Phoenix Sales Tax No. MSPS will apply for new City of Phoenix License

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD

Form with registration ID number 3522730 and instructions for eProcurement website registration.

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Signature of Paul Carroll, Authorized Signature

Date April 5, 2017



SECTION VI - SUBMITTALS

CITY OF PHOENIX

Paul T Carroll CEO

Printed Name and Title

Company Name Mountain States Pipe & Supply Co, Inc

Address 111 W Las Vegas Street

City, State and Zip Code Colorado Springs, CO 80903

Telephone Number 719-634-5555

Company's Fax Number 719-634-5551

Company's Toll Free # 800-777-7173

Email Address paulc@msps.com



SECTION V - SUBMITTAL

**CITY OF PHOENIX
WATER SERVICES
DEPARTMENT
INTERNAL BUSINESS SUPPORT
DIVISION
200 W. Washington Street
9th Floor
Phoenix, AZ 85003
wsd.contracts@phoenix.gov**

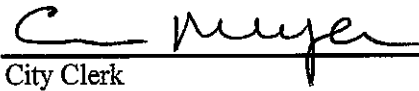
ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 146104. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager



City Clerk



Kathryn Sorensen, Director, Water Services

Approved as to form this 19 day of November, 2014

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Awarded this _____ day of _____, 2016.



CITY CLERK DEPT.
2017 SEP 29 AM 8:56

Company Name MOUNTAIN STATES PIPE & SUPPLY

RFP 84-17-020-RFP-8423 (EJR)



City of Phoenix

SECTION VII – ATTACHMENTS |

SOLICITATION CONFLICT AND TRANSPARENCY DISCLOSURE FORM

All questions must be answered or your bid or proposal will be non-responsive. If an answer is Not Applicable, please indicate that answer below.

1. Name of person submitting this disclosure form.
First: <u>Paul</u> MI. <u>T</u> Last: <u>Carrol</u> Suffix: <u> </u>
2. Contract Information.
Solicitation # or Name: <u> </u> RFP 84-17-020-RFP-8423 (EJR) Water Meters - Requirements Contract
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the contract).
<u> </u> Mountain States Pipe & Supply Co, Inc
4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.
<input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities. <input type="checkbox"/> Names of partner, parent, joint venture or subsidiary entities, and all board members, executive committee members, and officers of each entity: <u> </u>
5. List any individuals or entities that will be subcontractors on this contract.
<input checked="" type="checkbox"/> Not applicable. No subcontracts will be retained for this contract. <input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s), and business name: <u> </u>
6. List any attorneys, lobbyist, or consultants retained by any individuals listed in Question 3, 4, or 5 to assist in seeking this contract.



City of Phoenix

Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

List of attorneys, lobbyist, or consultants retained to assist in seeking this contract:

| |

7. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 43-34 of the City Code or A.R.S. 38-501 et. seq.?

I am not aware of any conflict(s) of interest under Section 43-34 of the City Code.

I am aware of the following conflict(s) of interest:

| |

Notice Regarding Prohibited Interest in Contracts.

Please be aware, State Law and the City's Charter and Code prohibits public officers or employees as well as their close relatives and any businesses they or their relatives own from (1) representing any person or business for compensation or (2) doing business with the City by any means than through a formal procurement; or (3) doing business with the City without disclosing the interest. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. A.R.S. Section 38-501 et. seq., for more information (City Charter, Chapter 11, Section 1 applies the state law for conflict of interest to city employees).

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service.

Acknowledgements

1.1 Solicitation Transparency Policy - No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation for Bid (IFB) or other solicitation has been released.

This no-contact provision shall conclude when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in Section 43-34 & 43-



City of Phoenix

36 of the City Code by respondents, or their agents, may lead to disqualification.

Oath

I swear or affirm that the statements contained in this Form, including any attachments, to the best of my knowledge are true, correct, and complete.

Your Name: Paul T Carroll Title: CEO

Signature: *Paul T Carroll*

Company Name or DBA: _____ Date: April 5, 2017
Mountain States Pipe & Supply Co, Inc



City of Phoenix

This form must be signed and submitted with your proposal and all questions must be answered or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form:			
Paul	T	Carroll	
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFP 84-17-020-RFP-8423 (EJR) Water Meters - Requirements Contract			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
Mountain States Pipe & Supply Co, Inc			
4. List any individuals(s) or entity(ies) that are partners, parent, joint venture or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
N/A			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not as of the time of this submission			
<input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
N/A			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract. If none, indicate N/A.			
N/A			
7. Disclosure of conflict of interest:			



City of Phoenix

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under City Code Section 43-34?
 "An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award."
 I am not aware of any conflict(s) of interest under Section 43-34 of the City Code.
 I am aware of the following potential or actual conflict(s) of interest:

or A.R.S. 38-501 et. seq.? (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov)
 I am not aware of any conflict(s) of interest under Section 38-501, et seq., of the City Code.
 I am aware of the following potential or actual conflict(s) of interest:

Notice Regarding Prohibited Interest in Contracts

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they or their relatives own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Section 38-501, et seq., for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees.

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Acknowledgements


Solicitation Transparency Policy – No Contact with City Officials or Staff During Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been released.

This no-contact provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in **Section 43-34 & 43-36** of the City Code by respondents, or their agents, may lead to **disqualification**.



City of Phoenix

Fraud Prevention and Reporting Policy	
<input checked="" type="checkbox"/> I acknowledge that the City has a fraud prevention and reporting policy in Administrative Regulation 1.2, available on the City's Phoenix.gov website. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov .	
<p>The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud and will investigate any suspected or actual fraud.</p>	
OATH	
I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.	
PRINT NAME Paul T Carroll	TITLE CEO
	
SIGNATURE	DATE April 5, 2017
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA Mountain States Pipe & Supply Co, Inc	

Cold Water Meters and components - PRICING for BASE PERIOD (3yrs)

Item No.	Winner	Estimated Annual Quantity	Unit Price	Description	Award Line Item (Yes/No)	Awarded - Mountain States
5	Mountain	205	\$310.00	1 1/2" Non-Mechanical Cold-Water Meter	Yes	\$63,550.00
7	Mountain	300	\$436.00	2" Non-Mechanical Cold-Water Meter	Yes	\$130,800.00
22	Mountain	35	\$2,035.00	4" Non-Mechanical Cold-Water Meter	Yes	\$71,225.00
23	Mountain	1	\$3,320.00	6" Non-Mechanical Cold-Water Meter	Yes	\$3,320.00
35		AS NEEDED		REPAIR/REPLACEMENT PARTS (Catalog Price List to be submitted with offer and included in contract award)	Yes	

Award Amounts - Year #1	\$268,895.00
Award Amounts - Year #2	\$268,895.00
Award Amounts - Year #3	\$268,895.00
SUB-TOTAL: All Offers, Base Period	\$806,685.00
Sub-total: Option Year #1	\$268,895.00
Sub-total: Option Year #2	\$268,895.00
TOTAL: BASE + OPTIONS - MOUNTAIN STATES	\$1,344,475.00

ATTACHMENT 2

PRICING - OPTION YEAR #1							
Item No.	Winner	Estimated Annual Quantity	Unit Price	Description	Award Line Item (Yes/No)	Awarded - Mountain States	
5	Mountain	205	\$310.00	1 1/2" Non-Mechanical Cold-Water Meter	Yes	\$63,550.00	
7	Mountain	300	\$436.00	2" Non-Mechanical Cold-Water Meter	Yes	\$130,800.00	
	Mountain	35	\$2,035.00	4" Non-Mechanical Cold-Water Meter	Yes	\$71,225.00	
23	Mountain	1	\$3,320.00	6" Non-Mechanical Cold-Water Meter	Yes	\$3,320.00	
35		AS NEEDED		REPAIR/REPLACEMENT PARTS (Catalog Price List to be submitted with offer and included in contract award)	Yes		
AWARD AMOUNTS - Option Year #1						\$268,895.00	

ATTACHMENT 3

PRICING - OPTION YEAR #2							
Item No.	Winner	Estimated Annual Quantity	Unit Price	Description	Award Line Item (Yes/No)	Awarded - Mountain States	
5	Mountain	205	\$310.00	1 1/2" Non-Mechanical Cold-Water Meter	Yes	\$63,550.00	
7	Mountain	300	\$436.00	2" Non-Mechanical Cold-Water Meter	Yes	\$130,800.00	
	Mountain	35	\$2,035.00	4" Non-Mechanical Cold-Water Meter	Yes	\$71,225.00	
23	Mountain	1	\$3,320.00	6" Non-Mechanical Cold-Water Meter	Yes	\$3,320.00	
35		AS NEEDED		REPAIR/REPLACEMENT PARTS (Catalog Price List to be submitted with offer and included in contract award)	Yes		
				AWARD AMOUNTS - Option Year #2		\$268,895.00	



City of Phoenix
WATER SERVICES DEPARTMENT

To: Karen Peters
Deputy City Manager

Date: September 26, 2017

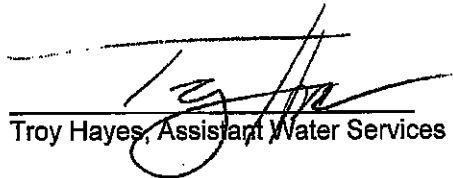
From: Kathryn Sorensen *KS*
Water Services Director

Subject: DELEGATION OF AUTHORITY

I will be out of town from 8:00 a.m. on Wednesday, September 27, 2017 through 8:00 p.m. on Friday, September 29, 2017.

During my absence, Troy Hayes, Assistant Water Services Director, is authorized to act on my behalf and to approve and sign all documents requiring my approval in accordance with Administrative Regulation 1.51.

Authorized Signature:


Troy Hayes, Assistant Water Services Director

c: City Clerk
Finance Accounts
Finance Purchasing
Law



City of Phoenix
Water Services Department

5 October 2017

Mountain States Pipe & Supply
111 W Las Vegas Street
Colorado Springs, CO 80903
Attn: Mr. Paul Carroll

SUBJECT: Notice of Award - City Clerk Contract No. **146104**/SRM Contract No. **4701005141**

Dear Mr. Carroll:

Congratulations! In accordance with City of Phoenix Administrative Regulation 3.10, this letter constitutes your official **Notice of Award** against the subject contract for the purchase of various Badger water meters, as detailed in the enclosed contract, Attachments 1-3.

A copy of the formal executed contract is attached for your records.

A pre-performance/kick-off meeting has been scheduled for 10 October 2017, at 3:30pm, to discuss the contract Terms and Conditions, Scope of Work, purchase order placement, invoicing (VIM), and to identify City and Contractor roles and responsibilities during contract performance. The meeting will be held at Phoenix City Hall (PCH), 8th floor, conference room PCH8 SE. Please confirm if you will be able to attend on the date and time.

The Water Services Department, Management Services Division is responsible for the administration of this contract. If you should have any questions, please contact the undersigned at 602-534-5249 or Enrique.rivera@phoenix.gov.

On behalf of the City of Phoenix, thank you for your support of the Water Services Department.

Sincerely,

A handwritten signature in black ink, appearing to read "E. J. Rivera".

Enrique J. Rivera
Procurement Officer
Water Services Department
City of Phoenix

Cc:
Contract File

