

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000004391
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Purchasing and Contracting	DATE: 05/31/2011
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SUBJECT: AMI Water Meter Contract Approval

PRIMARY CONTACT (NAME, PHONE): William Broderick,(619) 236-6653	SECONDARY CONTACT (NAME, PHONE): ,
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	720040				
DEPT / FUNCTIONAL AREA	OTHR-00000000-GG				
ORG / COST CENTER	1514120012				
OBJECT / GENERAL LEDGER ACCT	511036				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$1,800,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): PREVIOUSLY AUTHORIZED: (FY11)	\$1,000,000.00
THIS REQUEST:	\$1,800,000.00
TOTAL FOR FIRST ONE YEAR OPTION EXT.(FY12)	\$1,500,000.00
FOR FY13 THROUGH FY15 \$100,000.00 PER YEAR TOTAL	\$300,000.00
 TOTAL CONTRACT:	 \$2,800,000.00

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Liaison Office	ORIG DEPT.	Pepper, Hildred
Equal Opportunity Contracting		CFO	
Water Department		DEPUTY CHIEF	
Financial Management		COO	
Comptroller		CITY ATTORNEY	Mercer, Mark

		COUNCIL PRESIDENTS OFFICE			
PREPARATION OF:	<input checked="" type="checkbox"/> RESOLUTIONS	<input type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. Authorizing the Mayor, or his designee, to approve and execute a contract extension with Hersey Meter Co. LLC for, the purpose of purchase of AMI water meters for an additional, four(4)-one (1) year extensions(FY2012-FY2015). The funds will be spent in Fiscal Years 2012-2015, not to exceed \$1,800,000.00 in total.</p> <p>2. Authorizing the City Chief Financial Officer to appropriate and expend funds in an amount not to exceed \$1,500,000.00 for fiscal year 2012 from Central Stores revolving Fund 720040 for the purpose of funding the extension to the contract with Hersey Meter contingent upon the City Comptroller first furnishes one or more certificates that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p> <p>3. Authorize the Chief Financial Officer to appropriate and expend in FY 2013 the amount not to exceed \$100,000.00, FY2014 the amount not to exceed \$100,000.00, and FY2015 the amount not to exceed \$100,000.00 from Central stores Revolving Fund 720040 contingent upon the passage of the Annual Appropriations Ordinance for the applicable fiscal year and provided that the City Comptroller first furnishes one or more certificates certifying that the funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p>					
STAFF RECOMMENDATIONS: Adopt the Resolution					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):		All			
COMMUNITY AREA(S):		All			
ENVIRONMENTAL IMPACT:		This activity is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (existing facilities) and 15302 (replacement or reconstruction).			
CITY CLERK INSTRUCTIONS:					

**COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO**

DATE: 05/31/2011

ORIGINATING DEPARTMENT: Purchasing and Contracting

SUBJECT: AMI Water Meter Contract Approval

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: William Broderick/(619) 236-6653

DESCRIPTIVE SUMMARY OF ITEM:

The Purchasing and Contracting Department (P&C) in support of the Public Utilities Department is required to procure AMI water meters. This request is in accordance with Municipal Code rules 22.2311(d) which requires Council approval for purchases that exceed \$1,000,000. On 7/12/2010 P&C Department entered in to a one year contract as a result of the competitive bid process, Bid No 10007038-10W. This process resulted in purchase of fire service, domestic and turbine water meters from Hersey Meters. These items are purchased through the Central Stores Inventory Fund and will allow Public Utilities Department to continue the planned replacement program and handle reactive repairs as needed.

STAFF RECOMMENDATION:

Adopt the Resolution

BACKGROUND:

Purchasing and Contracting Department issued a Request for Bid with a closing date of May 27, 2010 in accordance with the Muni Code to furnish the City of San Diego with AMI water meters. The Bid #10007038-10W resulted in and award to multiple companies based on low cost, responsive and responsible by section.

Contract #4600000261 was issued to Hersey Meters, a Division of Muellers Company on 7/12/10. The Public Utilities Department reached the Municipal code contract authority threshold of \$1,000,000 on 12/30/10. The P&C and Public Utilities Department request extension of the agreement with Hersey for an addition four years through July 11, 2015 in accordance with the annual renewal option for a total contract amount not to exceed 2,800,000.00

DISCUSSION:

The Public Utilities Department currently replaces water meters, meters two inches or less, every twenty four (24) years and this contract with Hersey Meters provides the small meters to the Public Utilities Department via Central Stores in meeting this standard. This effort along with price increases due to new regulatory compliance effective January 2009 for no lead meters has increased costs. Delays in procuring meters may result in revenue loss beginning in FY12 due to failing or poor performing meters not getting replaced in a timely manner.

FISCAL CONSIDERATIONS:

The contract are issued through the Central Stores Inventory Fund(720040). All funding is contingent upon the adoption of each Fiscal Year's Annual Appropriation Ordinance and contingent upon the City Comptroller furnishing one or more certificates certifying that the funds

necessary for expenditure under the established contracts are, or will be on deposit with the City Treasurer.

ENVIRONMENTAL STATEMENT:

This activity is exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (existing facilities and 15302 (replacement or reconstruction)

EQUAL OPPORTUNITY CONTRACTING INFORMATION:

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.3501 22.2708 and Non-Discrimination in Contracting Ordinance (San Diego) Municipal Code Sections 22.3501 through 22.3517

PREVIOUS COUNCIL AND/OR COMMITTEE ACTION:

None at this time, Item will be presented to Budget and Finance Committee

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

NA

KEYSTAKEHOLDERS:

City of San Diego Facilities and project sites

Pepper Hildred
Originating Department

Deputy
Chief/Chief Operating Officer

Pepper, Hildred
Originating Department

Deputy Chief/Chief Operating Officer



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

Bid No. 10007038-10-W

REQUEST FOR BID

Closing Date: May 27, 2010
 @ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Water Meters for Fire Service, Compound, Domestic, and Turbine

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

Company Hersey Meters Co. LLC d/b/a Mueller Systems
 Federal Tax I.D. No. 371388051
 Street Address 10210 Statesville Blvd.
 City Cleveland
 State NC Zip Code 27013
 Tel. No. 704-278-2221 Fax No. 704-278-9616
 E-Mail ashort@muellersystems.com

Name K. Anita Short
(PRINT OR TYPE)
 Signature* *K. Anita Short*
 Title Quotations Specialist
 Date May 26, 2010

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

If your firm is not located in California, are you authorized to collect California sales tax? Yes No
 If Yes, under what Permit # _____
 City of San Diego Business Tax License #: *
 * To Be Submitted After Award

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

NET 31 Days

Cash discount terms 2 % 30 days. *[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]*
 State delivery time required: 90 days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BILL BRODERICK, CPPB/cnn, Procurement Specialist

Phone: (619) 236-6653 Fax: (619) 236-5904 E-mail: WBroderick@sandiego.gov

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Warranty - Metering & Encoder Products

Encoder Register Products – Hersey Translator™ Encoder registers, Wall Pads and Pit Pads are covered by a ten (10) year warranty on material and workmanship. Additionally, the complete unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount. The prorated warranty credit listed will apply to list pricing in effect at the time of the return. TRuRead™ and other peripheral electronic products are covered by a one (1) year warranty on material and workmanship.

Metering Products:

Models 400, 500, MVR, Horizon, MCTII, MFMII, HM, cold-water meters and detector check models DC, EDCIII, EDCIV against defects in material and workmanship for a period of one (1) year from the date of installation.

Maincases for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of twenty-five (25) years from the date of installation.

Standard Registers for the above listed meters are guaranteed to be free from defects in material and workmanship for a period of fifteen (15) years from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of five (5) years from the date of installation.

Models MVR, Horizon, MCTII, MFMII, HM meters are guaranteed to perform to AWWA new meter accuracy standard as defined in the most current revision for a period of one (1) year from the date of installation.

Models 400 and 500 meters are guaranteed to perform to AWWA repaired meter accuracy standards for the following time periods:

5/8" – Fifteen (15) years from the date of installation, or the registration of 1,750,000 U.S. gallons, whichever comes first;

3/4" – Fifteen (15) years from the date of installation, or the registration of 2,000,000 U.S. gallons, whichever comes first;

1" – Fifteen (15) years from the date of installation, or the registration of 3,000,000 U.S. gallons, whichever comes first;

1-1/2" – Fifteen (15) years from the date of installation, or the registration of 5,500,000 U.S. gallons, whichever comes first;

2" – Fifteen (15) years from the date of installation, or the registration of 8,500,000 U.S. gallons, whichever comes first.

If the above listed meters do not perform as guaranteed, Hersey Meters will repair or replace them, at Hersey Meters' option, subject to the following:

- a) Hersey meter shall be determined to not be performing as guaranteed if it fails to pass an accuracy test, conducted by the customer according to AWWA standards. If the meter is inoperative because of foreign material, all such material must be removed prior to testing. A copy of the customer's test results must accompany the Hersey meter being returned. If the customer chooses not to test a Hersey meter before returning it, Hersey Meters will repair or replace the meter at Hersey Meters' option after the meter has been tested by Hersey Meters. When test is conducted by Hersey Meters, the customer will be charged a reasonable testing fee.

I. PRICING PAGE

A. METERS FIRE SERVICE - LOT 1

Item No.	Est Qty.	U/M	Description	City Stock Number	Manufacturer	Manufacturer Part No.	Unit Cost	Extension
1.	8	EA	4" Fire Service Meter Assembly with Bypass Meter, Sensus Compact Fireline W1000 with W-120, Badger FSAA-01 DB, Elster Amco F4000, Hersey model FM3 or equal.	292035	HERSEY	FM3	\$ 3800.00	\$ 30400.00
2.	6	EA	6" Fire Service Meter Assembly with Bypass Meter, Sensus Compact Fireline W2000 with W-160, Badger FSAA-01 DB, Elster Amco F4000, Hersey model FM3 or equal.	292038	HERSEY	FM3	\$ 5300.00	\$ 31800.00
3.	4	EA	8" Fire Service Meter Assembly with Bypass Meter, Sensus Compact Fireline W3500 with W-160, Badger FSAA-01 DB, Elster Amco F4000, Hersey model FM3 or equal.	292047	HERSEY	FM3	\$ 6200.00	\$ 24800.00
4.	1	EA	10" Fire Service Meter Assembly with Bypass Meter, Sensus Compact Fireline W5500 with W-160, Badger FSAA-01 DB, Elster Amco F4000, Hersey model FM3 or equal.	292070	HERSEY	FM3	\$ 7450.00	\$ 7450.00
TOTAL SECTION A:								\$ 94,450.00

B. METERS WATER COMPOUND -- LOT 2

Item No.	Est Qty	U/M	Description	Stock No.	Manufacturer	Model No.	Unit Cost	Extension
1.	20	EA	3" Compound Cold Water Meter with Strainer and Schlumberger/Neptune Truflo Compound W/T10 STD Register, #EC3BR8F or equal.	291914			\$	\$ NO BID
2.	30	EA	4" Compound Cold Water Meter with Strainer or equal.	291916			\$	\$ NO BID
3.	15	EA	6" Compound Cold Water Meter with Strainer.	291918			\$	\$ NO BID
4.	16	EA	8" Compound Cold Water Meter with strainer.				\$	\$ NO BID
5.	2	EA	10" Compound Cold Water Meter with strainer.				\$	\$ NO BID
TOTAL SECTION B:								\$ NO BID

C. METERS WATER DOMESTIC – LOT 3

Item No.	Est. Qty.	U/M	Description	Stock No.	Manufacturer	Model No.	Unit Cost	Extension
1.	500	EA	Water Meter, 3/4" x 3/4" x 9" without connections. Warranty: <u>Attached</u>	22022876	HERSEY	435	\$ 74.00	\$ 37000.00
2.	1000	EA	Water Meter, 3/4" x 3/4" x 7.5" without connections. Warranty: <u>Attached</u>	22022875	HERSEY	442	\$ 82.00	\$ 82000.00
3.	8,000	EA	Water Meter, 3/4" x 1" x 9" without connections. Warranty: <u>Attached</u>	22022877	HERSEY	435	\$ 74.00	\$ 592000.00
4.	800	EA	Water Meter, 1" x 1" x 10-3/4" without connections. Warranty: <u>Attached</u>	22022879	HERSEY	445	\$ 90.00	\$ 72000.00
5.	500	EA	Water Meter, 1-1/2" x 1-1/2" x 3" without connections. Warranty: <u>Attached</u>	22022880	HERSEY	562	\$ 210.00	\$ 105000.00
6.	800	EA	Water Meter, 2" x 2" x 17" without connections. Warranty: <u>Attached</u>	22022881	HERSEY	572	\$ 280.00	\$ 224000.00
TOTAL SECTION C:								\$ 1,112,000.00

D. METERS WATER TURBINE – LOT 4

Item No.	Est. Qty.	U/M	Description	Stock No.	Manufacturer	Model No.	Unit Cost	Extension
1.	5	EA	3" Turbine Cold Water Meter W/Strainer, Hersey, Badger, Elster Amco or equal.		HERSEY	FM3	\$ 830.00	\$ 4150.00
2.	5	EA	4" Turbine Cold Water Meter W/Strainer, Hersey, Badger, Elster Amco or equal.		HERSEY	FM3	\$1040.00	\$ 5200.00
3.	5	EA	6" Turbine Cold Water Meter W/Strainer, Hersey, Badger, Elster Amco or equal.		HERSEY	FM3	\$1690.00	\$ 8450.00
4.	3	EA	8" Turbine Cold Water Meter W/Strainer, Hersey, Badger, Elster Amco or equal.		HERSEY	FM3	\$1950.00	\$ 5850.00

Item No.	Est. Qty	U/M	Description	Stock No.	Manufacturer	Model No.	Unit Cost	Extension
5.	2	EA	10" Turbine Meter Cold Water Meter W/Strainer, Hersey, Badger, Elster Amco or equal.		HERSEY	FM3	\$ 3100.00	\$ 6200.00
6.	2	EA	12" Turbine Meter W/Strainer. Hersey, Badger, Elster Amco or equal.				\$	\$ NO BID
TOTAL SECTION D:								\$ 29850.00
TOTAL SECTIONS A – D:								\$1,236,300.00

DISCOUNT OFF MANUFACTURER'S PREVAILING PUBLISHED PRICE LIST

The City desires to purchase products listed, as well as other products not specifically listed throughout the term of this contract. As new items become available in the designated product lines, they too will become a part of the contract and will be subject to the same discount offered. The most current Manufacturer's Price List will be used to determine pricing during the contract period. Contractor shall provide price updates and catalogs as new items become available, or at any time they are updated.

Bidder shall indicate below the percentage discount off the Manufacturer's Prevailing Published Price List at time of order that will apply for items not specifically listed. This information will not be considered in the award evaluation.

Manufacturer	Product Line/Description	Discount Off of List Price
HERSEY	Meter & Parts Price Lists Effective 7/1/09	50 %
		%
		%
		%

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Bill Broderick, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 236-5904; or by e-mail to WBroderick@sandiego.gov, no later than 5:00 p.m. on Friday, May 14, 2010.

B. PRICING

Prices quoted shall be FOB Destination to various City of San Diego locations. Prices shall include all delivery and freight charges.

Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Page(s). Any changes to the Unit of Measure made by the Bidder may be cause for the item to be rejected as non-responsive.

Contractor shall ship items in the quantities shown on the Purchase Order. Failure to comply may be cause for contract termination.

C. AWARD

This bid shall be awarded on an item by item basis, or in any group or combination of items, or as a lot, as may be in the best interest of the City.

D. AWARD NOTIFICATION

The City will notify all Bidders, in writing, of its intent to award the bid.

E. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph M).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph M).
- c. A copy of schematic, drawings, parts list, and operations manual (as specified in Section V, paragraph B).
- d. Contractor / Vendor Registration (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in City of San Diego General Provisions, Section II, paragraph H, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph O, if not currently on file.

F. OPTION TO RENEW

The City reserves the option to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

Bidder shall indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____ * _____ % *See Attached

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

Special Price Provision:

Prices shall remain firm for one-year based on the date of contract award. An annual price escalation will be calculated on the anniversary date of the award for each year the contract is extended. The price escalation shall be equal to the previous one-year's percentage change of the Producers Price Index PPI for Group: Metals and metal products, Item: Copper and copper-base alloy sand castings, Series ID: WPU10280301 published by the United States Bureau of Labor Statistics.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

G. PRICE ADJUSTMENT CLAUSE FOR OPTION RENEWAL

In the event the Contractor does not request a price increase at the time of the contract renewal, and the Manufacturer subsequently announces a general increase in the price of their products, the Contractor may request an increase at that time. The Contractor must provide detailed supporting documentation from the Manufacturer to support the requested increase. The requested increase shall not exceed the percentage increase indicated in the "Option to Renew" clause.

H. INSURANCE REQUIREMENTS

Insurance. The winning Bidder/Proposer shall not begin any work under the Contract resulting from this solicitation until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Consultant shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Bidder/Proposer's liabilities, including but not limited to Bidder/Proposer's indemnity obligations, under the Contract resulting from this solicitation, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Contract resulting from this solicitation and Bidder/Proposer's failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract resulting from this solicitation may be treated as a material breach of contract by the City. The Bidder/Proposer shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Contract resulting from this solicitation.

Deductibles. All deductibles on any policy shall be the responsibility of the Bidder/Proposer and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by the Contract resulting from this solicitation or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Reservation of Rights. The City reserves the right, from time to time, to review the Bidder/Proposer's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Bidder/Proposer for the cost of the additional premium for any coverage requested by the City in excess of that required by the Contract resulting from this solicitation without overhead, profit, or any other markup.

Additional Insurance. The Bidder/Proposer may obtain additional insurance not required by the Contract resulting from this solicitation.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

Types of Insurance. At all times during the term of the Contract resulting from this solicitation, the Bidder/Proposer shall maintain insurance coverage as follows:

1. Product Liability for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). Such policy shall be provided to the City of San Diego from the manufacturer of the equipment and/or goods to be provided by the Contractor. The Contractor shall be responsible for notifying the manufacturer of this requirement and for ensuring timely submittal.

I. QUALITY ASSURANCE MEETINGS

Contractor will be required to schedule at least one (1) meeting with City's Contract Administrator to discuss Contractor's performance. This meeting should be scheduled no later than eight (8) weeks from date of commencement of work. At this meeting, City's Contract Administrator will provide Contractor with feedback and will note any deficiencies in contract performance and provide Contractor with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Contractor's performance.

J. DELIVERIES

1. Contractor shall make deliveries to the locations below. The City reserves the right to add or remove delivery locations throughout the contract period at no additional cost to the City.

City of San Diego
Water Operations
2797 Caminito Chollas
San Diego, CA 92105-5039

2. All deliveries must be accompanied by an invoice or delivery receipt which includes the price of the item being delivered. A copy of this document must be signed by the individual accepting delivery. All invoices and delivery tickets must reference applicable purchase order numbers and/or sub-order numbers.
3. Orders shall be delivered within ten (10) business days after receipt of order (verbal and/or written) for equipment, parts and accessories.
4. Emergency orders shall be delivered within forty-eight (48) hours. The City will pay handling charges if emergency orders are required.
5. The City reserves the right to make purchases via purchase order and/or purchase by procurement card (reference General Provisions for Bids dated 01/03/2005) for will call/pick up by City employees from Contractor's facility if a facility is available within the San Diego City limits, or for delivery by Contractor to City facilities throughout the County of San Diego.
6. In cases where the Contractor cannot deliver within the delivery time specified on the cover page, the City reserves the right to obtain products, or an equivalent product, elsewhere and bill the Contractor for the difference in cost between the Contractor's bid price and the emergency pricing paid by the City.

K. BACKORDERS

Contractor shall ship items in the quantities shown on the Purchase Order, backorders are unacceptable without prior City approval. Unauthorized backorders may be cause for contract termination. The City reserves the right to evaluate the number of backorders to determine if backorders are negatively impacting the City's daily operations, which may be cause for termination of the contract.

L. SUBSTITUTIONS

No substitutions of items quoted shall be permitted without review and written authorization from the City. The City shall be given a thirty (30) day notice of any proposed substitution.

M. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms Section).
2. Bidder's Statement of Subcontractors (use form in Forms Section).

N. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

O. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

P. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (reference Attachment).

III. GENERAL REQUIREMENTS

A. GENERAL

Meter assemblies shall be readable, easy to install, easy to maintain, provide sustained accuracy, and meet the warranty requirements as specified in this bid solicitation.

B. SAMPLES

Bidders offering brands other than those listed may be required to submit sample items of any item offered to the City, at no cost, for testing in accordance with the Equals Clause. The City will indicate the item quantities required for testing. Samples shall be furnished within five (5) calendar days of City's request.

C. INVOICING

For all Department Open Purchase Orders issued, Contractor shall provide a monthly Invoice Summary to be submitted the first workday of the following month. For all itemized Purchase Orders, invoices shall be submitted within seven (7) working days from the date of shipment.

D. APPROVAL PROCESS

Unapproved meters will be evaluated by the City of San Diego via the following:

1. A sample meter must be submitted within ten (10) calendar days of City's written request at vendor's expense to the City of San Diego Water Department for bench testing and evaluation, with parts list and schematic of meter and parts. Vendor must also supply factory test specs and results with meter. The City of San Diego Water Department will be the final determiner of approval for all meters bid as equals to current approved meters.
2. Meter will be available for return to vendor if requested at vendor's expense.
3. Meters should be submitted to:

Johnny Mitchell, Meter Services District Manager
City of San Diego
2797 Caminito Chollas
San Diego, CA 92105
(619) 527-7429 Office

IV. SPECIFICATIONS FOR LOT 1

A. SCOPE OF WORK

The specifications for Fire Service Water Meter Assemblies (Compact Fireline Type) are for cold water meters, a combination dual fire service type, consisting of two (2) Class II turbine type meters, with strainer assembly, and a check valve. Meter assemblies are required for a wide flow range and measurement of both domestic and fire service water usage. All meter assemblies shall conform to the latest ANSI/AWWA Standard C-703 for Cold Water Meters-Fire Service Type. Meters shall conform to Assembly Bill 1953 for applicable assemblies.

B. MAINCASES

Meter maincases on the mainline and the bypass must conform to California Proposition 65 regarding lead within meters. The flange size, model, and direction of flow shall be cast in raised characters on both sides of the maincase.

C. PERFORMANCE

Meter assemblies shall have performance capabilities of continuous operation up to the rated maximum flows as specified without affecting long-term accuracy or causing any undue component wear. All meter assemblies shall have a twenty-five percent (25%) flow capacity in excess of the maximum flows specified for intermittent flow demands. In addition, the meter assemblies shall be capable of measuring a minimum of eighty-five percent (85%) of actual water consumption at prescribed crossover flow rates (per AWWA C703 table 1). Maximum headloss through the meter assemblies shall not exceed those specified in the following table based on meter size.

D. OPERATING CHARACTERISTICS

Operating characteristics shall comply with AWWA C703 Table 1 for Type II compound Fire-Service Meter Assembly and Strainer with Check Valve.

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)
3"	¼ gpm to 800 gpm
4" with 1" by-pass	¾ gpm to 1,200 gpm
6" with 1 ½" by-pass	1½ gpm to 2,500 gpm
8" with 2" by-pass	2 gpm to 4,000 gpm
10" with 2" by-pass	2 gpm to 6,500 gpm

E. MEASURING CHAMBERS

The measuring chambers shall consist of a measuring element, calibration device and register. The measuring element shall be mounted on a horizontal, stationary, stainless steel shaft with sleeve bearings and be essentially weightless in water. The measuring chamber shall be capable of operating within the specified accuracy limits without calibration when transferred from one (1) maincase to another of the same size.

F. MAGNETIC COUPLING

All reduction gearing shall be enclosed in a permanently hermetically sealed register. The drive magnet shall be located in the measuring element, and the follower magnet shall be located inside the permanently hermetically sealed register. An intermediate magnetically active material is required to distribute the magnetic flux uniformly to the follower magnet, thereby improving service life, low flow sensitivity, extended flow capacity and accuracy of the entire combination meter assembly.

G. REGISTER

The standard totalizing register shall be permanently hermetically sealed; all registers of similar size and registration shall have a standard gear ration reduction so as to permit complete register interchangeability. Sweep hand reading and odometer wheel details shall conform to American Water Works Standard C-701, as most recently revised.

A low flow indicator shall be included in the register assembly and be visible on top of the register's dial face.

Registers shall be AMR (Automated Meter Reading) compatible with a Nicor connection.

City expects to select an AMI system that can read Bidder's encoded meter registers. Bidder shall guarantee that there shall be no changes of any kind in the design, components, or firmware of the meter registers it is providing to the City for Ten (10) years from the date of contract without first subjecting such changes to the manufacturer(s) providing AMI system equipment to the City to verify continuing full compatibility and functionality with the AMI manufacturer's radio transmitter and meter reading equipment installed on the City's water meters. In the event of incompatibility or loss of functionality tied to any changes in the meters, City may require Bidder to withhold the design change from meters provided to the City, and /or replace all such meters installed in the City. All meter which require a registers it must be of an encoded type of registers.

H. MAXIMUM OPERATING PRESSURE

The meters shall operate without leakage, damage, or malfunction up to a maximum pressure of 175 pounds per square inch (psi).

I. STRAINERS

Each meter assembly shall have a separate UL (Underwriter's Laboratories) listed or FM (Factory Mutual Research) approved external fire service strainer as a part of the meter assembly. The strainer's screen shall have a minimum net open area of at least four (4) times the pipe opening. All Brass/Bronze strainers shall comply with (low lead) Assembly Bill 1953.

J. BYPASS METER AND ASSEMBLY

The bypass assembly piping shall be 2" for 4", 6", 8", and 10" sizes. The assembly piping shall be of bronze with threaded connections. The assembly shall also consist of a turbine meter with flanged connections, one (1) bronze body check valve downstream of the meter and two (2) bronze lockable ball valves located upstream and downstream of the meter to be used as isolation valves.

K. DETECTOR CHECK VALVE

The detector check valve operation shall be considered critical to the overall performance of the meter assembly. The detector check valve shall be positioned directly downstream of the mainline turbine type meter. A check valve directs low flows through the smaller meter and bypass assembly. When full flow capacity is required, the clapper opens fully to allow unobstructed water flow. At high flow demand, above the listed crossover flow rates, both meters will be operating and supplying water. Under no circumstances will electronic switching devices be considered as acceptable.

L. CONNECTIONS

Flanges for the 4", 6", 8", and 10" size meter assemblies shall be of the Class 125 round type, flat faced, and shall conform to ANSI 16.1, as most recently revised, for specified diameter, drilling, and thickness. All required bolts, nuts, and gaskets for a proper meter installation shall be included.

M. CERTIFICATIONS AND MARKINGS

All meter assemblies shall be listed by UL (Underwriter's Laboratories) and approved by FM (Factory Mutual Research) as being accepted for use on fire service lines. For such applications, the meter shall have a UL/FM strainer immediately upstream of the mainline meter's inlet flange. The mainline meter shall have an identification tag affixed indicating such acceptance and the strainer shall also bear such acceptance symbols and markings on the casting.

N. WARRANTY

Meters shall be guaranteed to be free from material and workmanship defects for a period of one (1) year from date of shipment.

O. METER SERIAL NUMBER

The meter serial number shall be imprinted on the flange as well as the register box.

V. SPECIFICATIONS FOR LOT 2

A. SCOPE OF WORK

Provide 3", 4", 6" and 8" Compound Cold Water Meters with Strainers for the City of San Diego Water Department requirements and bid specifications contained herein. For questions, contact Johnny Mitchell, Contract Administrator at (619) 527-7429.

B. APPROVED METER/REQUIREMENTS OF METER

Only meters which have been tested and approved or are approved as part of the bid evaluation by the City of San Diego Water Department will be considered in the awarding of this contract. Currently, the only meters approved by the City of San Diego are:

1. Schlumberger/Neptune Truflo Compound
2. HENDY Performance Compound Meter, Model PMCB
3. Badger Recordall Compound meters LL-NS series
4. Hersey Model MCTII or comparable model
5. Elster Amco C4000, C3000

All meters offered to the City of San Diego must meet all the current standards of American Water Works Association (AWWA) C702 as applicable, except those standards to which the City of San Diego has taken specific exception. All items supplied by the contract vendor shall meet all of these specifications at the time of receipt by the City of San Diego; any items not meeting all such specifications will be returned to the contract vendor, and contract vendor shall replace all such items promptly and at its sole expense with items, meeting all specifications. Vendor shall be responsible for all costs, including shipping costs, involved in this replacement.

All bid submittals must include a copy of schematic, drawings, parts list, and operations manual for each style and size meter offered. Bids must also include accuracy and loss of pressure curves for each style of meter offered.

All meters supplied to the City shall have the following information: The size, make, style, City code, and meter serial number shall be indelibly stamped or engraved on meters and an arrow indicating direction of flow shall be cast in raised character on both sides of the main case. The serial number shall be located on a boss located on the body case inlet side and on top of the inlet flange; both areas must be readable from the top. The City code information will be provided by the City to the vendor.

C. TYPE

1. AWWA Standards. All meters shall conform to the latest AWWA Standards C-702 as applicable.
2. Shipping. Compound meters shall be shipped with strainers in a wooden crate or other suitable shipping containers.
3. Lay Length. The maximum overall laying length, including strainer, measured from flange face to flange face, shall be:

Meter Size	Maximum Length
3"	38"
4"	40"
6"	52"
8"	57"

Case and Cover. All meters shall be split case type. The main case, cover and flanges shall be cast of waterworks bronze, shall comply with Assembly 1953 (low lead) where applicable. The size, model, and arrows indicating direction of flow shall be cast in raised characters on the main case.

D. EXTERNAL BOLTS

External bolts shall be made of type 316 stainless steel.

E. CONNECTIONS

Main cases shall be flanged; round flanged, and flat faced, as per AWWA C702, Table 4 (Physical Characteristics of Companion Flanges). Companion flanges, gaskets, bolts, and nuts are not required.

F. REGISTERS

As per AWWA C702 registers shall be hermetically sealed and able to withstand fogging of the lens. Registers shall be AMR compatible with Nicor connections

If a compound water meter does not have a coordinator for a single register, but instead uses two (2) registers, then both registers shall be the same.

The register shall be of the straight reading type and have full test dial on the face of the register. It shall read in cubic feet and be capable of direct visual reading. The direct read numeral wheel assembly shall be located at the bottom of the dial face with reading obtained from left to right. All reduction gearing shall be contained in a permanently hermetically sealed, tamper proof enclosure made of a corrosion resistant material.

The register shall be tamper proof and secured to the main case so the register cannot be removed externally by non-utility personnel.

City expects to select an AMI system that can read Bidder's encoded meter registers. Bidder shall guarantee that there shall be no changes of any kind in the design, components, or firmware of the meter registers it is providing to the City for Ten (10) years from the date of contract without first subjecting such changes to the manufacturer(s) providing AMI system equipment to the City to verify continuing full compatibility and functionality with the AMI manufacturer's radio transmitter and meter reading equipment installed on the City's water meters. In the event of incompatibility or loss of functionality tied to any changes in the meters, City may require Bidder to withhold the design change from meters provided to the City, and /or replace all such meters installed in the City. All meter which require a registers it must be of an encoded type of registers.

G. MEASURING CHAMBER

The measuring chamber shall be a self contained unit which can be seated and removed as a unit. The turbine spindle shall be tungsten carbide, 316 stainless steel, or an approved synthetic polymer.

H. TEST BOSSES

The meter shall be provided with 2" tapped bosses on the outlet of the case for field flow testing and calibrating.

I. METER DESIGN

The meter shall be designed for easy removal of all interior parts through top of meter without disturbing connections to the pile.

J. CERTIFICATE OF TESTING

A Certificate of Testing for accuracy of registration must be included with all meters.

K. DIMENSIONAL STABILITY

The meter shall have sufficient dimensional stability to retain operating clearance at working temperatures up to 90°F.

L. STRAINERS

External strainers shall be provided: strainers shall have a rigid stainless steel plate screen, removable from the top. Cover plate shall have stainless steel nuts and bolts. 3" through 8" shall have dual round flanges. Strainer may have drain plugs in the bottom of chamber: strainer shall have an effective straining area at least double that of the main-case water inlet. Body shall be cast waterworks bronze.

M. PRESSURE TEST

A pressure test shall be made on each size and design of meter furnished. The pressure shall be 300 psi static. The temperature of test water shall be up to 90° F.

N. PERFORMANCE AND CAPACITY

The capacity of the meter under normal operating range per AWWA C702 Table 1 Operating Characteristics Class 1.

Registration accuracy with normal flow rates shall be AWWA C702 standards. Minimum operating characteristics shall be as follows:

OPERATING CHARACTERISTICS						
Size	GPM Normal Operating Range	Low Flow GPM Accuracy @ 95%	AWWA Max Continuous Flow (GPM)	Max Intermittent Flow (GPM)	Minimum Accuracy Crossover	(PSI) Head Loss Flow
3"	4-320	½	160	320	95%	5.3
4"	6-500	¾	250	500	95%	3.2
6"	10-1,000	1½	500	1,000	95%	13.0
8"	16-1600	2	800	1,600	95%	20

O. WARRANTY

The meter manufacturer shall provide written warranty to the City of San Diego containing the following provisions:

1. Registers – sealed register unit shall be free from defects and leakage for a period of ten (10) years from the date of shipment to the City of San Diego. Defective register units shall be exchanged for a new replacement by vendor.
2. Main Case – the meter case shall be guaranteed to be free from defects and leakage for a period of fifteen (15) years from the date of shipment to the City of San Diego. Defective cases shall be exchanged for a new case replacement from vendor. Vendor shall pay the freight charge. The vendor shall supply an inventory list in each box and/or pallet of meters stating size, make, style, and serial number. This information shall be bar coded on each list as well as printed. The bar code containing size, make, style, and serial number shall be affixed to the body of the meter.

3. Any meter supplied to the City of San Diego, shall have a warranty to perform to the AWWA M6 Manual (for Water Meters, Selection, Installation, Testing and Maintenance Manual) per Table 5-3 (Test Requirements for New, Rebuilt and Repaired Cold Water Meters), new meter accuracy standards for a period of at least twelve (12) months after installation. The complete meter must also be guaranteed to meet the AWWA, M6 Manual Table 5-3, repaired meter accuracy standards for at least seven (7) years after installation. In addition, the register must be guaranteed to meet AWWA, M6 Manual Table 5-3 meter accuracy standards for at least fifteen (15) years.
4. Any meters supplied which fail to meet these standards will be returned to the contract vendor for either repair or replacement to meet these standards. The returned meter will be accompanied by a copy of the City's test results for the meter. The remainder of the warranty period for the original meter shall apply to the repaired or replaced meter. The vendor shall be responsible for all costs involved in the repair/replacement process, including all shipping costs.

P. CHANGE GEARS

Change gears will not be allowed to calibrate the meter. All registers of a particular registration and meter size shall be identical and completely interchangeable. Should meters arrive with registers containing more than one (1) gear combination, the entire shipment will be returned to the manufacturer freight collect for repair/replacement.

VI. SPECIFICATIONS FOR LOT 3

AWWA STANDARDS

All Domestic Water Meters ¾" up to 2", shall meet all the current Standards of American Water Works Association C700 Standards for Cold Water Meters C700-90 Displacement Type and C708-90 Multi-Jet Type as outlined in these specifications Only meters which have been tested and approved or are approved as part of the bid evaluation by the City of San Diego Water Department will be considered in the awarding of this contract. Currently, the only meters approved by the City of San Diego are:

Badger:	35, 70, 120 – ¾" through 2"
Hersey:	452 – 1" only (if low flow indicators are added)
Kent:	C700 – ¾", C700TP – 1-1/2" to 2"
Neptune:	T-10 – ¾" through 2"
Performance Meter:	¾" through 2" (Nitro 1) PMN03CF-XPP PMN04CF-XPP PMN05CF-XPP PMN07CF-XPP PMN09CF-XBB PMN12CF-XBB
Precision:	PMM – ¾", 1", 1 1/2", and 2"
Rockwell:	SRH – ¾", SR – 2"
Elster Amco:	¾" thru 10" Fire service, Turbine, Compound and domestic

The following specifications describe the City's requirements for the displacement type meter to be furnished by the Contractor as shown in the Pricing Pages.

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – DISPLACEMENT TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>A. <u>GENERAL</u></p> <p>All meters provided shall conform to the provisions of AWWA Standard C700-90, Displacement Type, with water at a temperature up to 80°F. The following specifications described displacement type meters required for this contract.</p>	<input checked="" type="checkbox"/>	A.
<p>1. Meters shall be of the split case type.</p>	<input type="checkbox"/>	1. 1 1/2" & 2" have split case.
<p>2. A 300 PSI static pressure test shall be made on each size of meter furnished, in degrees Fahrenheit.</p>	<input checked="" type="checkbox"/>	2.
<p>3. All 1-1/2" and 2" domestic meters shall be furnished with oval flanged ends. Oval flanges shall be formed as part of the casing body.</p>	<input checked="" type="checkbox"/>	3.
<p>4. All meters shall have a permanent stamp showing the Serial Number, Size, Make, Style, and Month and Year of Purchase, per Section III, paragraph G line 1.</p>	<input type="checkbox"/>	4. Year of Manufacture is provided, not the Year of Purchase.
<p>5. All meters shall have a bar code label attached per Section III, paragraph G line 2.</p>	<input checked="" type="checkbox"/>	5.

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – DISPLACEMENT TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>B. REGISTER Register shall meet the following specifications:</p>	<input type="checkbox"/>	<p>B.</p>
<p>1. The hinge pin of the cap (register lid) shall be located such that the opening of the cap is at a 90 degree angle away from the inlet/outlet.</p>	<input checked="" type="checkbox"/>	<p>1.</p>
<p>2. Register shall be straight reading, odometer-type, totalization display in cubic feet, 360 degree test circle with center sweep hand, magnetically coupled, with a low-flow indicator. Register shall be AMR compatible equipped with a Nicor connection</p>	<input checked="" type="checkbox"/>	<p>2.</p>
<p>3. Register shall be hermetically sealed and able to withstand fogging and distortion when immersed in water.</p>	<input checked="" type="checkbox"/>	<p>3.</p>
<p>4. Register lens shall be made of tempered glass.</p>	<input type="checkbox"/>	<p>4. Register has a plastic lens.</p>
<p>C. FASTENER External case closure fasteners (hinge-pin) shall be 316 stainless steel.</p>	<input type="checkbox"/>	<p>C. Register box lid is secured to box with a spirol pin.</p>
<p>D. STRAINER The strainer shall be installed inside the meter between the measuring chamber and the external case. Strainers shall fit firmly, be easy to remove, and have effective straining area at least double that of the main case inlet.</p>	<input checked="" type="checkbox"/>	<p>D.</p>

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – DISPLACEMENT TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS		
<p>E. <u>THREAD PROTECTOR CAPS</u></p> <p>Thread protector caps shall be supplied for the connection ends of 3/4" through 1" meters. Plugs shall be provided for 1-1/2" and 2" flanged meters.</p>	<input checked="" type="checkbox"/>	E.		
<p>F. <u>INLET AND OUTLET</u></p> <p>The inlet and outlet diameter size of the bore hold to and from the meter measuring chamber shall conform to the size of the meter.</p>	<input checked="" type="checkbox"/>	F.		
<p>G. <u>DISC NOTATIONS</u></p> <p>Shall have the following Maximum Number of Disc Notations:</p> <table border="0" data-bbox="289 808 1052 850"> <tr> <td style="text-align: center;"><u>Meter Size</u></td> <td style="text-align: center;"><u>Per Cubic Foot</u></td> </tr> </table>	<u>Meter Size</u>	<u>Per Cubic Foot</u>	<input type="checkbox"/>	G.
<u>Meter Size</u>	<u>Per Cubic Foot</u>			
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3/4"	250			
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1-1/2"	50			
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2"	30			

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – DISPLACEMENT TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>H. <u>PRESSURE</u></p> <p>Shall have the following Maximum Pressure Loss at Safe Maximum Operating Capacity PSI:</p> <p><u>Meter Size</u> <u>PSI</u></p>	<input type="checkbox"/>	H.
<p>3/4" 13</p>	<input checked="" type="checkbox"/>	
<p>1" 13</p>	<input checked="" type="checkbox"/>	
<p>1-1/2" 15</p>	<input checked="" type="checkbox"/>	
<p>2" 15</p>	<input checked="" type="checkbox"/>	

VII. SPECIFICATION FOR LOT 4

A. TURBINE METERS 3" THROUGH 12" WITH STRAINERS

1. AWWA Standards. All meters shall conform to the latest AWWA Standards C-701 Class II or C-702 for Cold Water Meters.
2. Shipping. Turbine meters be supplied with nuts, bolts, washers and gaskets, but exclusive of companion flanges. Turbine meters shall be shipped individually in sturdy containers with strainers attached and, if greater than 50 lbs., strapped to skids.
3. Materials. Meter cases, flanges and main case cover shall be all bronze or applicable material in accordance with meter size. The bronze models main case and cover shall also conform to the Low Lead law. Castings shall not be repaired, plugged, brazed or burned in.
4. Measuring Chamber. The measuring chamber shall be a self contained unit which can be seated and removed as a unit. The turbine spindle shall be tungsten carbide, 316 stainless steel, or an approved synthetic polymer.
5. Lay Length. The maximum overall laying length, including strainer, measured from flange face to flange face, shall be:

METER SIZE	MAXIMUM LENGTH
3"	19"
4"	23"
6"	27"
8"	30 1/8"
10"	41 1/8"

6. Gear Train. The intermediate gear train shall be directly coupled to the turbine rotor spindle and magnetically coupled to the register through the meter register through the meter cover.
7. Performance. Registration accuracy over the normal operating range shall be 98.5% - 101.5%. Minimum operating characteristics shall be as follows:

Size	Normal Operating Range	Max Loss of Head At Max Continuous Flow GPM	Max Continuous Flow GPM	Extended Intermittent Flow GPM
3"	5-350	7.1	350	450
4"	15-1,000	6.3	1,000	1,250
6"	30-2,000	3.8	2,000	2,500
8"	35-3,500	8.4	3,500	4,400
10"	55-5,500	6.2	5,500	7,000

8. Strainers. All meters shall be provided with a strainer. All strainers should be a separate round flange casting and shall be easily accessible for cleaning. The strainers shall be assembled on the inlet side of the meter. The strainer shall have a cover plate for inspection and removal of debris. Strainers shall be companioned to the meter and shall include a stainless steel screen. The strainer screen shall have a minimum net opening area of two times the pipe diameter. All strainers should provide a plug at the bottom area for draining off debris. All meters shall be supplied with a matching manufacturer strainer included in the price of the meter.
9. Operating accuracy. All meters register 98.5- 101.5% of the water that actually passes through at any rate of flow within the normal test flow limits for that particular sized meter.

B. INSPECTION OF FACILITY AND TESTING

The City reserves the right to inspect the Contractor's facility and/or Manufacturer's facility of any Bidder prior to or after award of contract.

The City reserves the right to test delivered meters any time during the life of the contract to ensure compliance with the technical specifications.

Bidders shall furnish with their bid a Certificate of Testing from Manufacturer for accuracy of registration for each meter.

C. COMPLIANCE WITH THE LAW

The meters shall be in compliance with all applicable Federal, State of California, County and City of San Diego laws and regulations.

D. WARRANTY

Bidders shall provide a copy of each Manufacturer's Warranty with their bid. If any conflicts arise between a Manufacturer's Warranty and these specifications, these specifications shall prevail.

Manufacturer shall unconditionally warrant all meters to be free of defects in design, material, and workmanship for a minimum period of one (1) year from the date the meters are installed as verified by a City work order. The meter must also be warranted to meet the AWWA Repaired Meter Accuracy Standards for the following time periods:

- Items 1-5: Fifteen (15) years after installation
- Item 6: Ten (10) years after installation

In the event of a meter failure during the warranty period, the Manufacturer shall repair or replace meter of the same type to the City within thirty (30) calendar days, at no additional cost to the City. The returned meters will be accompanied by a copy of the City's test results for the meter. The repaired or new meter shall be covered by all provisions of the warranty.

The City shall be notified immediately if the Manufacturer claims that meter failure is due to the City's negligence or faulty operation of City equipment. The City reserves the right to determine the validity of the claim.

E. IDENTIFICATION

1. All meters shall have a permanent stamp showing the following City Code information: Serial Number, Size, Make, Style, Month and Year of Purchase.

Location of information: Centered on the top of the cap (register lid) shall be stamped the Serial Number. Under the Serial Number shall be stamped the Size, Make, Style, and Month/Year of purchase. The Serial Number shall also be metal stamped on the casing body, on a pad on either the inlet or outlet side of the meter body, centered and directly below the base of the cap (register lid). On the exact opposite side of casing body shall be metal stamped the Size and Make of the meter.

2. All meters shall have a bar code label affixed to the cap (register lid), to be located on the outer side of the base of the cap. There shall be an individual bar code for each meter (not for each batch). The bar code shall be written in 128 codes, and shall contain the following information (with end of field delineator at the end of each field, including the last field): All shipments are to include an electronic data file for each batch of meters identifying the meters located in that shipment(i.e. Meter s/n, meter size, meter type, ship date)
 - a. Serial number (up to 25 characters).
 - b. Meter size code (two (2) characters, with a leading zero (0) if there is only one (1) digit in the number).
 - c. Meter make code (two (2) characters, with a leading zero (0) if there is only one (1) digit in the number).

d. Meter style code (two (2) characters, with a leading zero (0) if there is only one (1) digit in the number).

The Bar Code Format shall include the following: AAAAAAAAA, BB, CC, DD. The "A"s shall indicate the eight (8)-digit Manufacturer's Serial Number, the "B"s shall indicate the Meter Size Code, the "C"s shall indicate the Meter Make Code, and the "D"s shall indicate the Meter Style Code.

F. EQUIPMENT SPECIFICATIONS CHECKLIST

Each Bidder shall complete and furnish, as a part of the bid, the specifications checklist in Section IV. The Bidder shall insert an "X" or checkmark in the box labeled "Meets Specifications". Any exceptions to the specifications must be clearly stated under the column labeled "Bidder's Exceptions". Attach additional information regarding exceptions and/or deviations. The specifications checklist shall be completed in its entirety. Failure to provide a complete, accurate Equipment Specifications checklist may cause the bid to be rejected as non-responsive.

VIII. SPECIFICATIONS FOR COLD WATER METERS – MULTI

The following specifications describe the City’s requirements for the multi-jet type meter to be furnished by the Contractor as shown in the Pricing Pages.

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – MULTI-JET TYPE	MEETS SPECIFICATIONS	BIDDER’S EXCEPTIONS
<p><u>A. GENERAL</u></p> <p>All meters provided shall conform to the provisions of AWWA Standard C708-90, Multi-Jet Type with water at a temperature up to 80°F. The following specifications describe multi-jet type meters required for this contract.</p>	<input type="checkbox"/>	A.
<p>1. A 300 PSI static pressure test shall be made on each size of meter furnished, in degrees Fahrenheit.</p>	<input type="checkbox"/>	1.
<p>2. All 1-1/2" and 2" domestic meters shall be furnished with oval flanged ends. Oval flanges shall be formed as part of the casing body.</p>	<input type="checkbox"/>	2.
<p>3. All meters shall have a permanent stamp showing the Serial Number, Size, Make, Style, and Month and Year of Purchase, per Section III, paragraph G line 1.</p>	<input type="checkbox"/>	3.
<p>4. All meters shall have a bar code label attached per Section III, paragraph G line 2.</p>	<input type="checkbox"/>	4.

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – MULTI-JET TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>B. REGISTER Shall meet the following specifications:</p>	<input type="checkbox"/>	B.
<p>1. Shall be of the dry type, magnetically coupled.</p>	<input type="checkbox"/>	1.
<p>2. The hinge pin of the cap (register lid) shall be located such that the opening of the cap is at a 90 degree angle away from the inlet/outlet.</p>	<input type="checkbox"/>	2.
<p>3. Register shall be straight reading, odometer-type, totalization display, in cubic feet, 360 degree test circle with center sweep hand, magnetically coupled, with a low flow indicator. Register shall be AMR compatible equipped with a nicor connection</p>	<input type="checkbox"/>	3.
<p>4. Register shall be hermetically sealed and able to withstand fogging and distortion when immersed in water.</p>	<input type="checkbox"/>	4.
<p>5. The register lens shall be made of tempered glass.</p>	<input type="checkbox"/>	5.
<p>C. FASTENER External case closure fasteners (hinge-pin) shall be 316 stainless steel.</p>	<input type="checkbox"/>	C.

SPECIFICATIONS AND CHECKLIST FOR COLD WATER METERS – MULTI-JET TYPE	MEETS SPECIFICATIONS	BIDDER'S EXCEPTIONS
<p>D. <u>STRAINER</u></p> <p>The strainer shall be installed inside the meter between the measuring chamber and the external case. Strainers shall fit firmly, be easy to remove, and have effective straining area at least double that of the main case inlet.</p>	<input type="checkbox"/>	D.
<p>E. <u>THREAD PROTECTOR</u></p> <p>Thread protector caps shall be supplied for the connection ends of 3/4" through 1" meters. Plugs shall be provided for 1-1/2" and 2" flanged meters.</p>	<input type="checkbox"/>	E.
<p>F. <u>INLET AND OUTLET</u></p> <p>The inlet and outlet diameter size of the bore hold to and from the meter measuring chamber shall conform to the size of the meter.</p>	<input type="checkbox"/>	F.

Mueller SYSTEMS

10210 Statesville Blvd.
P. O. Box 128
Cleveland, NC 27013
Office: 704.278.2221
Fax: 704.278.9616

REFERENCES

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005
Contact: Dennis Bowe dbowe@vah.com
847-368-5800

City of Irving
3000 W. Rock Island
P O Box 152288
Irving, TX 75060
Contact: Ron Billey 972-721-2246 rbilley@ci.irving.tx.us

City of Fayetteville
1099 Public Works Drive
Fayetteville, NC 28301
Contact: Greg Green
910-223-4331 greg.green@faypwc.com

City of Monroe
2401 Walkup Ave
Monroe, NC 28110
Contact: Randy Griffin rgriffin@monroenc.org
704-282-4610

Harford County, MD
3111 Philadelphia Rd
Abingdon, MD 21009
Contact: Dave Wilson dwilson@harfordcountymd.gov
410-612-1612

Las Vegas Valley Water District
1001 South Valley View Blvd
Las Vegas, NV 89153
Contact: Michael Kebles michael.kebles@lvvwd.com
702-258-3123

BIDDER'S STATEMENT OF SUBCONTRACTORS

No Subcontractors
Will Be Used

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

{ID Number will be provided by City}

Firm Info:

Firm Name: (as reported on W9) Hersey Meters Co., LLC d/b/a Mueller Systems

Firm Address: 10210 Statesville Blvd. P.O. Box 128

City: Cleveland State: NC Zip: 27013

Phone: 704-278-2221 Fax: 704-278-9616

Taxpayer ID: 371388051 Business License: To Be Obtained After Award

Website: www.muellersystems.com

Contact Info:

Contact Name: K. Anita Short

Title: Quotations Specialist

Email: ashort@muellersystems.com

Phone: 704-278-5355 Cell: _____

Alternate Address (if different from above) to Receive Remittance:

Mailing Address: 23418 Network Place

City: Chicago State: IL Zip: 60673-1234

Alternate Address (if different from above) to Receive Bid/Contract Opportunities:

Mailing Address: P. O. Box 128

City: Cleveland State: NC Zip: 27013-0128

Contractor Licenses (if applicable) Not Applicable

License Number: _____ License Type: _____

License Number: _____ License Type: _____

License Number: _____ License Type: _____

Contractor/Vendor Registration Form – Page 2

Firm Name: (as reported on W9)

Product/Services Information:

NIQP Codes:

*final list of available NIQP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm* (51% ownership or more)	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female or	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation
		<input checked="" type="checkbox"/> Limited Liability Partnership
		<input type="checkbox"/> Limited Liability Corporation
		<input type="checkbox"/> Joint Venture
		<input type="checkbox"/> Non-Profit
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency
		<input type="checkbox"/> Utility
*Required		

Ethnicity:

Ethnicity:

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

* select from the following List of Ownership Classification Codes (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
S(s)	(Small Business Administration S(s)a Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

Certified by an Agency? No Yes (enter Certification Number and Certifying Agency below)

Certification #: Expiration Date:

Agency:

Certification #: Expiration Date:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

CONTRACTOR INFORMATION FORM

CONTRACTOR: Hersey Meters Company, LLC d/b/a Mueller Systems

BID NUMBER: 10007038-10-W

CONTRACT TITLE: Water Meters for Fire Service, Compound, Domestic,
and Turbine

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. Thomas Worth

PHONE NUMBER: One (1) Hour Response or Less 704-682-5490

FAX NUMBER: 704-278-9616

PAGER NUMBER: _____

CELL PHONE NUMBER: 704-682-5490

EMERGENCY NUMBER: 704-682-5490
(For non working hours including weekends and holidays)

NAME OF ON SITE (WORKING) SUPERVISOR: Thomas Worth, Territory Manager
(Capable of discussing all aspects of the contract) Dan Hack, Director-Western
District (203-767-5751)

NAME OF NON-WORKING SUPERVISOR: not applicable

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: not applicable

DAYS OF WEEK (EMPLOYEES) ON SITE (CIRCLE): S M T W TH F S

PRINT NAME: K. Anita Short

SIGNATURE: 

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN WRITING TO THE CONTRACT ADMINISTRATOR.



ATTACHMENT

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. **Provide Contracting Excellence** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. **Employ Good Business Practices** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - **Equal Employment Opportunity Contracting** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. **Affiliation with the City** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or Manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. **Product Endorsement** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. **Gift Limits/Prohibitions** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4. Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. **Campaign Contributions** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. **Employment of Former City Employees** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]

As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]

- L. **Communications Limitations** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department polices, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

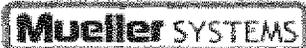
Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the Bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.



10210 Statesville Blvd.
 P. O. Box 128
 Cleveland, NC 27013
 Office: 704.278.2221
 Fax: 704.278.9616

May 26, 2010

City of San Diego
 Purchasing & Contracting Dept.
 1200 Third Avenue, Suite 200
 San Diego, CA 92101-4195

RE: Bid No. 10007038-10-W
 Due: May 27, 2010 3:00PM

AFFIDAVIT OF COMPLIANCE

The undersigned, who is duly authorized by Mueller Systems (Subsidiary of Mueller Co.), hereby declares that the Hersey Model 400 and 500 Series IIS (5/8", 3/4", 1", 1 1/2", 2") Magnetic Drive Positive Displacement Meter meets the requirements of AWWA C700, C707, NSF61, Assembly Bill 1953, and is in compliance with San Diego, California's specifications, with exceptions as noted in the bid package.

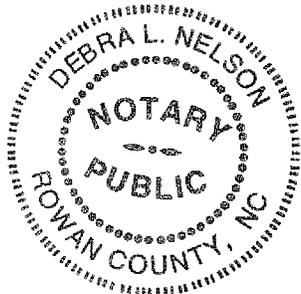
Subscribed and sworn to

this 26th day of May, 2010

K. Anita Short
 Quotations Specialist

State of North Carolina)
) s.s.
 County of Rowan)

Personally appeared before me the above named K. Anita Short of Mueller Systems (Subsidiary of Mueller Co.), and acknowledged the foregoing to be her free act and deed.



Debra L. Nelson
 Notary Public

MY COMMISSION EXPIRES 10/01/2010



10210 Statesville Blvd.
P. O. Box 128
Cleveland, NC 27013
Office: 704.278.2221
Fax: 704.278.9616

May 26, 2010

City of San Diego, CA

Bid No. 10007038-10-W
Due: May 26, 2010

Exceptions to City of San Diego, CA Specifications

Model FM3

Bypass meter on the FM3 with bypass is a positive displacement meter.
Refer to enclosed specifications for flow characteristics and performance charts.

Encoder Register

The Translator encoder register has a plastic lens.

400/500 Series Meters

The register lid is secured to the register box with a spirol pin.

Business Tax License

Should Mueller Systems be awarded this bid we will at that time submit application for the license.

A handwritten signature in black ink, appearing to read "K. Anita Short", written in a cursive style.

K. Anita Short
Quotations Specialist



10210 Statesville Blvd.
P. O. Box 128
Cleveland, NC 27013
Office: 704.278.2221
Fax: 704.278.9616

The following statement is hereby incorporated into this bid submittal:

Force Majeure: Mueller Systems shall not be liable to Customer, End User, or any other person, and Mueller Systems' performance under these terms and conditions shall be excused, if and to the extent that any failure or delay in Mueller Systems' performance of one or more of its obligations hereunder is caused by a Force Majeure Event (as defined below). A Force Majeure Event shall include without limitation acts of God or the public enemy; compliance with any order of any governmental authority; fire; flood; unusually severe weather; shortages or unavailability or other delay in delivery; lack of or delay in transportation; laws, rules, regulations, raw material price increases that exceed twenty percent or restrictions which apply to raw material purchases; war, acts of terrorism, rebellion, insurrection, epidemics; accidents, explosions, civil disorder; strikes, lockouts, or other labor disputes; or any other condition beyond the reasonable control of Mueller Systems.

CITY OF SAN DIEGO
M E M O R A N D U M

Approval
Hildred Pepper Jr
7/29/10

DATE: July 28, 2010
TO: Hildred Pepper Jr., Director, Purchasing and Contracting Department
FROM: William Broderick, Procurement Specialist *wfb*
SUBJECT: Bid 10007038-10-W Water Meters for Fire Service, Compound, Domestic, and Turbine

The purpose of this memorandum is to receive your approval of my award recommendation for RFB 10007038-10-W as outlined below.

Historical Data:

- The subject bid closed on May 27, 2010.
- Four (4) bids were received per the attached Vendor Lot Summary/Bid Proof report.
- The bid results were sent to the Department on May 28, 2010 asking for their award recommendation they replied asap

Department Recommendation:

On July 28, 2010, Johnny Mitchell, Water System District Manager, recommended award as below which is the low responses and responsible bidder.

Section lot one and four previously awarded to Hersey Meter CO. LLC

Section two, to Badger Meter Inc.

Section 3 to Hersey Meter CO. LLC

Buyer Summary and Recommendation:

Based on the above, I concur with the Department's recommendation. Letters of intent will be issued to all bidders upon your approval of my award recommendation.

Attachments: 1. Memo to Department
 2. Department's Award Recommendation
 3. Vendor Lot Summary/Bid Proof Report
 4. Bid Folder

Vendor Lot Summary

Bid Number: 10007038-10-W

Bid Title: Water Meter Domestic, Compound, Turbine, Fire

Bids Mailed	Bids Received	Alternate Bids	Pre-Bids	No Bids	Bid Closing Date	Bid Closing Time	Buyer	WPO	Bid Tab By
	4				5/27/10	3:00 PM	Bill Broderick, CPPB	Celia Navarro	Celia Navarro

General Bid Notes

ABBREVIATION KEYS:

N/A = NOT APPLICABLE

Summary

		# of Items Bid	Final Price
1	BADGER METER INC	20 of 21	\$1,815,412.69
2	AQUA-METRIC SALES COMPANY	20 of 21	\$1,889,972.07
3	FERGUSON WATERWORKS	20 of 21	\$2,018,650.76
4	HERSEY METERS A DIV OF MUELLERS CO	15 of 21	\$1,317,586.73

# of Items Bid	Subtotal	Tax	(Tax Pct.)	Extra. Labor	Misc. Charges	Freight	Grand Total	Final Price (w/ Disc.)	(Disc. Pct.)
▶▶▶ BADGER METER INC (BAM 01057892)									
20 of 21	\$1,669,345.00	\$146,067.69	(8.75)	\$0.00	\$0.00	\$0.00	\$1,815,412.69	\$1,815,412.69	(0.00)

Notes: MANUFACTURER PRODUCT LINE/DESCRIPTION DISCOUNT OFF OF LIST PRICE
 "BADGER METER, INC." "NOT APPLICABLE" %

VENDOR NOTES:

BID COVER PAGE, DAYS ARO: VENDOR WROTE "PLEASE SEE ATTACHED SCHEDULE".
 PRICING PAGE 4, UNDERNEATH TABLE: VENDOR WROTE "PLEASE NOTE: FSAA-01 AVAILABLE WITH DISC OR TURBINE BYPASS FOR SAME PRICE. INDICATE BYPASS TYPE AT TIME OF ORDER".
 PRICING PAGE 5, UNDERNEATH TABLE: VENDOR WROTE "LOW LEAD, WITH STRAINER, (2) ADEs W/NICOR CONNECTORS, LESS CONNECTIONS".
 PRICING PAGE 6, UNDERNEATH TABLE: VENDOR WROTE "LOW LEAD WITH LOW LEAD BOTTOM WHERE APPLICABLE, ADE W/NICOR CONNECTOR, LESS CONNECTIONS ALTERNATE 1"x1" 10-3/4": RCDL M55 LOW LEAD, ADE W/NICOR CONNECTOR \$109.00".
 PRICING PAGE 6, UNDERNEATH TABLE: VENDOR WROTE "LOW LEAD, EXTERNAL STRAINER, ADE W/NICOR CONNECTOR, LESS CONNECTIONS".
 PRICING PAGE 7, UNDERNEATH TABLE: VENDOR WROTE "PARTS PRICE DISCOUNT = LIST LESS 15%".



THE CITY OF SAN DIEGO

July 12, 2010

Ms. K. Anita Short, Quotations Specialist
Hersey Meter Co. LLC dba Mueller System
10210 Statesville Boulevard
Cleveland, NC 27013

Dear Ms. Short:

Subject: Bid No. 10007038-10-W — Water Meter Domestic, Compound, Turbine, Fire – Lots 1 and 4

Your bid of May 27, 2010 has been accepted by the City of San Diego and the subject contract is being awarded for a period of one (1) year beginning July 12, 2010 through July 11, 2011, with options to renew for four (4) additional one (1) year periods.

However, before a contract can be awarded and/or purchase orders issued, the documents requested below must be submitted to the Purchasing & Contracting Department. Please note that the required documents must be prepared in the manner specified and received by the Insurance Coordinator, City of San Diego, Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101-4195, no later than July 23, 2010.

INSURANCE REQUIREMENTS:

Our records reflect the following insurance coverage on file and expiration dates.

1. Product Liability insurance coverage (NOT ON FILE) must be for a minimum of \$1,000,000.00 CSL. **Certificate Required.**
2. BUSINESS TAX CERTIFICATE: **On File.** Any firm engaged in doing business in the City of San Diego is required to obtain a Business Tax Certificate. Visit <http://www.sandiego.gov/treasurer/business-tax/index.shtml> for instructions.

If you have any questions regarding insurance requirements, please call the Insurance Coordinator at (619) 236-6254.

Purchase order(s) will be issued as necessary to cover the City's specific requirements.



Purchasing & Contracting Department
Business Office & Support Services

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Tel (619) 236-6000 Fax (619) 236-5904

Page 2
Bid No. 10007038-10-W
Ms. Short
July 12, 2010

If you have any questions, or foresee any problems which may impact the fulfillment of this contract, please call me directly at (619) 236-6653.

Thank you for doing business with the City of San Diego.

Sincerely,

A handwritten signature in cursive script that reads "Hildred Pepper".

Hildred Pepper
Director, Purchasing & Contracting

HP/cen

Enclosure

SUBJECT: AMI Water Meter Contract Approval (Contract 4600000261 extension 4 years)

GENERAL CONTRACTOR INFORMATION

Recommended Contractor: Hersey Meters Company, dba Mueller Systems LLC (Non Certified)

Amount of this Action: \$2,800,000. (Not to Exceed)

Previous Action Amount: \$1,000,000.

Cumulative Total Amount: \$3,800,000.

Funding Source: City

Voluntary Goal: 20.0% ; 2% Discount

SUBCONSULTANT PARTICIPATION

There are no subcontractors identified with this action. Future subcontracting activity will be subject to agency requirements.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity: Required

Mueller System LLC submitted a Workforce Report dated May 26, 2011 for their San Diego County indicating 130 employees. The Administrative Work Force Analysis indicates under-representations in the following categories:

Black in Sales and Operative Workers

Female in Mgmt & Financial, Professional, Sales, and Operative Workers

EOC Staff will continue to monitor the firm's effort to implement their plan. This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

Authorizing the Mayor, or his designee, to approve and execute a contract extension for an additional four (4) years to the existing contract with Hersey Meter for various sizes of AMI Water Meters, FY 2012 between \$1,375,000 to \$1,500,000 in each of the option years, contingent upon the approval of the Fiscal Year 2012 through Fiscal Year 2015 Appropriation Ordinance.

Goods & Services contracts are to be advertised, awarded and monitored by Purchasing & Contracting in accordance with Council Policy 100-10 dated 1/22/10.

RW

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

CC 3000004391
 DEPT. NO.: 1514

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$1,800,000.00

Vendor: Hersey Meter Co. LLC

Purpose: To reserve funding for the contract extention with Hersey Meter Co. for the purchase of AMI Water Meters

Date: August 17, 2011 By: Gary Young

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
001	720040			OTHR-00000000-GG	511036	1514	1514120012		\$1,800,000.00
TOTAL AMOUNT									\$1,800,000.00

FUND OVERRIDE

CC 3000004391