

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSAL

Meter Testing Program

Issue Date: Tuesday July 2, 2019

Bid Number: 19-028

Agent/Contact: David Bries, Utilities Manager

Submissions Must Be Received by: Tuesday July 23, 2019 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Request for Proposal process for conducting a Meter Testing Program. Proposals will be publicly received and registered on Tuesday July 23, 2019 at City Hall, 433 S. 1st Street, Montrose, Colorado 81401. Bids will be received no later than 2:00 P.M. on the above date.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit

price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. THERE IS NO PRE-BID CONFERENCE FOR THIS PROJECT.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is David Bries at (970) 240-1484 or email: dbries@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to David Bries dbries@ci.montrose.co.us. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number, and RFP title.

The deadline for receipt of questions from Bidders in regards to this RFP is Monday July 15, 2019.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One copy and one original of the bid packet
2. One copy and one original of the completed bid form
3. One copy and one original of the proposed project schedule (see statement of work)
4. One copy and one original of signed bid addenda
5. One copy and one original of the bidder's proposal

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____
Manual Signature of Agent

_____ Date

Typed/Printed Name of Agent

_____ Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

Minimum Contractor Qualifications

Experienced in a minimum of 10 meter testing programs with a history of successful testing of 25,000 meters in the last 5 years.

Minimum Scope of Work

- Locate meter pit using GIS data, meter pit location description, ferrous metal locators and other field location equipment to pinpoint location of underground meter pits and vaults.
 - Consult city water distribution crews for meters that contractor is unable to locate with a reasonable effort.
 - OSHA Confined Space Entry procedures shall be followed when entering any confined space.
- Coordinate with utility customer to insure meter exchange or testing does not adversely affect operations. Business and commercial meters that adversely affect the business shall be scheduled during none business hours. Use of the bypass, to provide water to customers during the meter test is acceptable, but must be locked off upon completion.
- 5/8 inch and 1 inch meters shall be removed and tested on a meter test bench. The City of Montrose will provide meters to be installed when the meter to be tested is removed. Upon completion of the meter tests, all meters shall be tagged with their accuracy results and returned to the City of Montrose.
- 1-1/2" and larger meters shall be tested in place with a calibrated and certified equipment designed for testing meters of the size and type identified in the scope of work. 1-1/2 and 2 inch meters are typically positive displacement meters and 3 inch and large meters are typically compound or turbo meters depending on the application.
- All meters shall be tested at low flow, medium flow and high flow based on the 5th edition, or the latest version, of AWWA Manual M6. Final accuracy date shall proportion flows at each of the flow rates based on the latest industry standard.
- Record total usage recorded on current meter and meter age, and report meter age/usage accuracy relationship.
- Provide meter pit or vault type information. Identify piping conditions that do not meet manufacturer's recommendations for meter size and type, including incoming and discharge straight pipe diameters, bypass valve existence and position, etc. that may affect meter accuracy. Identify damaged or broken components.
- Collect GPS coordinates of meter pit location to an accuracy of less than 12" of true location
- Provide recommended action items and priority rating for each meter pit with deficiencies.
- Flow Profiling - Set up and install data logging system to collect water usage data on 1 minute or less intervals for a minimum of 7 days after meter has been tested. Analyze the data to identify water usage profile and apply to meter accuracy testing results to calculate true usage for meter site.

- Estimated Quantities for the first year of the Meter Testing Program are as follows:

Record Meter Size	2019 Estimated Quantities
5/8" Meters	75
1" Meters	20
1-1/2" Meter	20
2" Meters	13
3" Meters	5
4" Meters	2
6" Meters	0
Total	135

Deliverables

- Provide information collected as CSV format capable of being imported into City of Montrose's Cartegraph asset management system.
- Provide recommended action items and priority rating for each meter, including warranty compliance, repairs and replacements.
- Provide comprehensive report including:
 - overall average meter accuracy as a percentage of total water delivered for each size meter and as a whole.
 - Meter accuracy deterioration curves based on age and usage.
 - Meter usage profiling data summary
 - Summary of deficiencies identified that may be affecting meter accuracies.

Proposal Format

Proposals shall include a unit price per valve and a mobilization cost.

	2019 Estimated Quantity	Unit Price	Total Cost
5/8 & 1 inch meter testing (bench testing)	95	\$ _____ ea.	\$ _____
1-1/2" & Larger (In place testing)	40	\$ _____ ea.	\$ _____
Flow Profiling data	5	\$ _____ ea.	\$ _____
Mobilization/demobilization	LS	\$ _____	\$ _____
Total Cost			\$ _____

Proposal shall include contractor's meter testing experience, a listing of meter testing and data logging equipment to be used for the project and a minimum of five (5) references.

The city anticipates this contract to be renewable and the unit costs, terms and quantities extendable with mutual agreement of both parties for up to 4 additional years.

END OF SECTION