

Staff Summary Report

Council Meeting Date: 02-21-2008

Agenda Item Number: _____

SUBJECT: Request to award a one-year contract with four, one-year renewal options to Neptune Technology Group, Inc. for the purchase of lead free residential water meters, equipment, parts, supplies and services.

DOCUMENT NAME: 20080221fst12 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (IFB #08-031RB) Total cost for this contract shall not exceed \$350,000 during the initial contract period.

PREPARED BY: Ted Stallings, CPPB, Procurement Officer, 480-350-8617

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516
John Mann, Transmission and Collection Administrator, 480-350-2626
Don Hawkes, Water Utilities Manager, 480-350-2660

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3299999-7511 and 3022-7511

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Invitation for Bid (IFB) #08-031RB was issued to establish a contract for lead free residential water meters – 5/8” through 2” positive displacement cold water meters, equipment, parts, supplies and services. Four vendors responded to the IFB. Mountain States Pipe and Supply was found to be non-responsive as they were not able to meet the minimum specifications of the IFB. Badger Meter was also found to be non-responsive as the references submitted did not meet the minimum requirements of the IFB. An evaluation committee composed of Water Utilities and Procurement staff reviewed the remaining responses. The committee’s recommendation is to award the contract to Neptune Technology Group, Inc., the lowest responsive and responsible bidder whose bid complies in all material respects to the Invitation for Bid.

INVITATION FOR BID

CITY OF TEMPE

INVITATION FOR BID: 08-031RB

BID ISSUE DATE: 10/04/2007

Commodity Code(s): 890-46; 890-68; 890-45

PROCUREMENT DESCRIPTION: Lead Free Residential Water Meters – 5/8" Through 2"
Positive Displacement Cold Water Meters and Equipment,
Parts, Supplies and Services.

BID DUE DATE/TIME: Tuesday, November 6, 2007, 3:00 P.M. Local Time
Late bids will not be considered

BID RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-BID CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, October 26, 2007, 5:00 P.M., Local Time

Sealed bid must be received and in the actual possession of the City Procurement Office on or before the exact Bid Due Date/Time indicated above. Bid responses will be opened and each bidder's name and bid prices will be publicly read. Late bids will not be considered.

Bids must be submitted by a sealed envelope/package with the Invitation For Bid number, bidder's name and address clearly indicated on the envelope/package.

Bids must be completed in ink or typewritten and a completed bid response returned to the City Procurement Office by the Bid Due Date/Time indicated above. The "Vendor's Bid Offer" (form 201-B IFB) must be completed and signed in ink. Bids by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Bidders are asked to immediately and carefully read the entire Invitation For Bid and not later than 10 days before the Bid Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Ted Stallings _____, CPPB E-mail: Ted_stallings@tempe.gov Phone No: 480-350-8617

Procurement Officer

Bid evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed bid responses for evaluation purposes. For this specific IFB, 2 additional bid response copies are also to be submitted for bid evaluation purposes. A late, unsigned and/or materially incomplete bid response will be considered non-responsive and rejected.

Jerry Hart
Financial Services Manager

Vendor's Bid Offer

It is REQUIRED that Bidder COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the bid response offer. An unsigned "Vendor's Bid Offer", late bid response and/or a materially incomplete response will be considered non-responsive and rejected.

Bidder is to type or legibly write in ink all information required below.

Bidder's Company Name	<u>NEPTUNE TECHNOLOGY GROUP INC.</u>		
Company Mailing Address	<u>1600 ALABAMA HIGHWAY 229 TALLASSEE, ALABAMA 36078</u>		
Company Street Address	<u>SAME</u>		
Bid Offeror Contact	<u>LAWRENCE M. RUSSO</u>	Title	<u>VP, FINANCE</u>
Contact's Phone No.	<u>334-283-6555</u>	E-mail Address	<u>lrusso@neptunetg.com</u>
<u>Bidder's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-680142-F</u>	or	
Arizona Use Tax No.	<u>F-1084753-9 AZ SEC.</u>		
Federal I.D. No.	<u>13-4192672</u>		
City & State Where Sales Tax is Paid	<u>N/A</u>		

THIS BID IS OFFERED BY

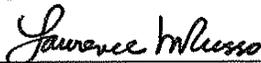
Authorized Bid Offeror (Type or Print in ink) LAWRENCE M. RUSSO

Bid Offeror's Title (Type of Print in ink) VP, FINANCE

Date 11/2/07

REQUIRED SIGNATURE OF AUTHORIZED BID OFFEROR (Must Sign in Ink)

By signing this Bid Offer, Bidder acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other bidder or potential bidder. Failure to sign and return this form with bid response will result in a non-responsive bid response.



Signature of Authorized Bid Offeror

11/2/07

Date

INSTRUCTIONS TO BIDDERS

Please note that these Instructions are to be read and followed by any bidder and/or contracted vendor and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Bid Response:** It is the bidder's responsibility to examine this entire Invitation For Bid document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Invitation For Bid that are apparent before the bid opening date are to be filed with the City Procurement Office prior to the scheduled bid opening date. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. The City will not reimburse the cost of developing, presenting or providing any bid response to this Invitation For Bid.
2. **Late, Unsigned and/or Incomplete Bid Response:** A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and rejected. The City will not accept a signed letter by bidder in lieu of a signed "Vendor's Bid Offer", form 201-B (IFB) as provided in this Invitation For Bid.
3. **Inquiries:** Questions regarding this Invitation For Bid are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (IFB); unless another City contact is specifically named in this Invitation For Bid. Questions should be submitted in writing, when time permits. When sending correspondence related to this Invitation For Bid, identify within the letter, the appropriate Invitation For Bid number, page and paragraph at issue. However, bidder must not place the Invitation For Bid number on the outside of an envelope containing questions, since the envelope may be identified as a sealed bid response and not opened until the official bid opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before bid opening and those received within ten (10) days of bid opening may not be answered.
4. **Bidders Conference:** If a Bidders Conference is scheduled, it is the bidder's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Bid:** At any time before the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.
6. **Bid Addendum(s):** Receipt and acceptance of a Bid Addendum is to be acknowledged by signing and returning the document either with the bid response or by separate envelope prior to bid opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the bid response non-responsive to that portion of the Invitation For Bid as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with Bid Solicitation Requirements and Award of Contract:** Unless the bidder states otherwise or unless it states otherwise in this Invitation For Bid, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all bids, or portions thereof, or reissue this Invitation For Bid.

A bid response is an offer to contract with the City based on the terms, conditions and specifications contained in this Invitation For Bid. A bidder does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Invitation For Bid includes a separate contract document or requires the bidder to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful bidder. Bid offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive.

10. **Taxes:** Bid all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Invitation For Bids, do not include any Sales, Use or Federal Excise Tax in your bid pricing. The City is exempt from payment of Federal Excise Tax. For bid evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment by City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each bidder indicate on the Price Sheet (pricing section) of this Invitation For Bid, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a bid response.
12. **Bid Results:** Bidders are invited to attend the scheduled bid opening at which the name, pertinent information and prices for each bid will be publicly read. After the public bid opening, bid tab results may be obtained in person or by sending the City Procurement Office a written request for the bid tab and including a self-address, pre-stamped envelope or viewed on the Procurement Office Web Page (www.tempe.gov/purchase) within ten (10) days after bid opening. Bid tab results will not be given over the telephone. Bid tab figures only indicate pricing and do not indicate other evaluation factors such as responsiveness or responsibility of bidders as will be determined during bid evaluation. Bid files will not be open for review until after a formal award has been made by the City. After award of bid, an appointment may be made with the City Procurement Officer (identified on the cover page of this Invitation For Bid) and the bid documents may be reviewed with the Procurement Officer. Formal award recommendations with an estimated contract value over \$30,000 will be placed on the Procurement Office web page and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a bid may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective bidder who is aggrieved in conjunction with this Invitation For Bid or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Invitation For Bid that are apparent before the bid opening shall be filed before bid opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchase) and at the Procurement Office front counter for public review. It is the responsibility of bidders and interested parties to check the Procurement Office web page and posted award recommendations for the determination of a recommended contractor. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the

legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this Invitation For Bid and is to be completed by bidder and submitted with the bid response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance with City Solicitation & Forms:** Any forms (for example, a separate contract, maintenance agreement, training agreement) intended by the bidder and/or contractor to be utilized in relationship to any resulting contract must be submitted with bid offer. Bidder and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Invitation For Bid will cause the bid response to be considered as non-responsive and rejected from consideration. Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the City Procurement Office. No City department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation For Bids and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initially the document as being in compliance.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and followed by any bidder and/or contracted vendor (contractor) and that failure to comply with these requirements may result in rejection of a bid response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Bid Offer", form CS-P201 (B), the bidder certifies:
 - A. The submission of the bid response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by the City.
 - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Bid Offer" or signing it with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the vendor may be debarred from future bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Invitation For Bid and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Invitation For Bid and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and the contractor.
5. **Contract Formation:** This contract shall consist of this Invitation For Bid document and the bid offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Invitation For Bid shall govern. The City's Invitation For Bid shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and the City are not applicable to this contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Solicitation & Contract Modification(s):** This solicitation may only be modified by a written Solicitation Addendum issued by the City Procurement Office. A resulting contract may only be modified by a written Contract Modification issued by the City Procurement Office. City departments and contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the City Procurement Office and issuance of an official modification notice.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Invitation For Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this Invitation For Bid document or in the vendor's bid response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Invitation For Bids shall receive any direct or indirect benefit from the use of these specifications.
17. **Public Record:** Upon award of contract, bid responses shall be considered public record and subject to review. If a bidder believes a specific section of its bid response is confidential, the bidder shall mark the page(s) confidential; isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38-511.

INVITATION FOR BID SPECIAL TERMS & CONDITIONS

Bid offers that take exception to Special Terms & Conditions stated within this Invitation For Bid may cause the bid response to be considered as non-responsiveness or cancellation of vendor's contract if already awarded. As set forth in these Special Terms & Conditions, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "bidder" means a vendor making a bid offer in response to an Invitation For Bid. "Contractor" means any person or firm who has a contract with the City. A successful "bidder" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Invitation For Bid is issued by the City Procurement Office. No alteration of any portion of the Invitation For Bid document by a bidder is permitted and any attempt to do so shall result in bidder's offer being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Bid Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Invitation For Bid to be valid and irrevocable for 120 days after the bid opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 12 month(s) thereafter, unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods up to a maximum of 48 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe, this contract may be extended for use by other municipalities and government agencies in the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Invitation For Bids that wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 30 day notice of termination to the other party.

8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as follows:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
4. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the contractor by:
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above remedies or any other remedies as provided by law.

9. **Contracts Administration:** Contractor must notify the City Procurement Office (Procurement Officer contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.

11. **Delivery:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, bidder must be clear in regard to those variations.

12. **Pricing:** Pricing accuracy and completeness are critical. All items being bid must be identified and priced.

In the case of a system bid, all items which are required to make the system function in accord with stated Invitation For Bid requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the bidder is to include an itemized listing of all required products and services needed to make their proposed system (equipment hardware and/or software) fully functional and in conformity with stated Invitation For Bid needs.

13. **365 Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced 30 day written notification by contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within 30 days, it is the contractor's responsibility to contact the City Procurement Office to assure the price increase request was received.

The contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the contractor.

14. **Bid Evaluation:** In an Invitation For Bid, award(s) shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation For Bid. The City shall be the sole judge as to the acceptability of the products and/or services offered.

Evaluation criteria will include, but are not limited to:

- a. Conformity with Bid specifications, performance requirements, terms and conditions, bidder instructions and any other contractual clauses and/or requirements;
- b. Demonstrated performance and/or rated quality of items bid as reported in trade journals, professional reports and published testing results;
- c. Operational and/or ergonomic compatibility with existing City resources, as applicable;
- d. Availability of competent service and prompt delivery of materials, parts and services;
- e. Having legally required licenses, certifications and/or qualifications to perform the contract;
- f. Cost consideration including item pricing, delivery, installation, operation and life cycle and costs, bidder's financial capability to perform the contract, and any other factors that would be advantageous to the City;

- g. Record of past performance and integrity on City and/or other public agency contracts; and.
- h. Production capability of equipment as determined by product samples, customer references, and/or City inspection.

15. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the bidder has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written bid response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive bidder. Should no bidder be found totally responsive to all designated bid requirements, the City at its option, may either award the contract to the most responsive bidder or cancel the bid and re-bid the need under revised specifications.

16. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each bidder.
17. **Non-exclusive Contract:** Any contract resulting from this Invitation For Bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tempe. The City reserves the right to obtain like goods or services from another source to secure significant cost savings or when timely delivery cannot be met by the contractor.
19. **Turnaround Time:** Bid offer must be capable of providing a work completion turnaround time for materials and/or services within the time stated in this Invitation For Bid. Turnaround time is defined as the time frame beginning with the contracted provider being notified of a work need by the City and ending with the delivery of the work in completed form back to the City customer department. Responsive bidders are to provide pick-up and delivery service as part of their price response to the City.
20. **Estimated Quantities:** This Invitation For Bid references quantities as a general indication of the needs of the City; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Invitation For Bid; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each bidder.
21. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this Invitation For Bid. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Invitation For Bid will be accepted for payment.

22. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
23. **Warranty:** Each bid offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
24. **Descriptive Literature:** Bidder is to include complete manufacturers' descriptive literature regarding the materials (equipment/products) they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include required information needed to determine the qualities and acceptability of the bid offer within bid response, will result in the bid offer being rejected.
25. **Samples Upon Request - 72 Hours:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City Procurement Office, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
26. **Current Products:** All bid offers made in response to this Invitation For Bids shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user (paying customer) environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
27. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
 2. Documentation from the manufacturer that names the replacement product or model.
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

28. **Manufacturer's Representative:** Dealers who submit a bid offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the bidder is a bona fide dealer for the specific equipment presented, that the bidder is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract periods.
29. **Inventory:** The City of Tempe has an ongoing requirement for the material indicated in this Invitation For Bid. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
30. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Vendor's bid, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance (down time and up time) shall be calculated as may be provided in the procurement documents.
31. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
32. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
33. **Permits:** The vendor shall be responsible for obtaining all required permits for installations.
34. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
35. **Site Clean-Up:** The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.
36. **Infringement of Patent or Copyright:** The contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of contractor supplied materials under this Invitation For Bid and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (Seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City's (buyer's) purchase and use of goods supplied by contractor (seller).

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

37. **Seller's Risk:** Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

38. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors. For bidders with self-insurance, proof of self insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of contract.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

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

1. Commercial General Liability and Automobile Liability Coverage:

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers, for work related to the contractors, employees, agents, subcontractors, or sub-subcontractors activities.
- b. The contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this bid solicitation. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a "Best's" rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor and sub-subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

39. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City of Tempe.

40. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the City, to:

CITY PROCUREMENT OFFICE
CITY OF TEMPE
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

41. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.

42. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of delivery by the City. Unless terms other than net 30 days are offered as a discount.

43. **Indemnification:** To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Consultant or any employee of the CONTRACTOR, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the CONTRACTOR may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
44. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is seeking bids for lead free residential water meters – 5/8" through 2" positive displacement cold water meters and equipment, parts and supplies on as needed basis. Resulting Contract(s) may also be available for use by other cities per the Special Terms and Conditions of this Invitation For Bid (IFB). Any resulting Contract(s) shall be for a period of one (1) year and is subject to renewal for subsequent periods as also provided for within the Special Terms and Conditions section of the IFB.

The Contract(s) resulting from this IFB will supplement and then supersede all previous contracts upon their expiration dates.

Multiple awards will ensure that any ensuing contracts allow the city to fulfill current and future requirements.

Delivery shall be within thirty (30) to forty-five (45) days after receipt of order from the City to contracted vendor excluding weekends and holidays.

Specifications

General

Specifications are for the purchase of manually read and encoded positive displacement cold water lead free meters for use by the City of Tempe and other cities cooperatively participating in the resulting contract(s). Lead free is to be interpreted as having less than .5% lead content.

Water meter equipment shall be inspected before acceptance by an authorized representative of the ordering city for workmanship, appearance and conformance with all other requirements of the bid solicitation. If deficiencies are found, it shall be the responsibility of the contracted supplier to pick-up the meter(s), make the necessary corrections and re-deliver the meters for re-inspection and acceptance. Payment shall not be made until corrective action is made.

Minimum Specifications

Specifications for lead free 5/8" through 2" positive displacement cold water meters. Any exceptions to the minimum specifications must be explained.

Description of Features/Performance Needs	Vendor's Response		Exceptions
	Yes	No	
1. Permanently hermetically sealed registers	<u> X </u>	_____	_____
2. Straight reading U.S. gallon registers.	<u> X </u>	_____	_____
3. Tempered register glass	<u> X </u>	_____	_____
4. No couplings/flanges	<u> X </u>	_____	_____
5. Manufacturer's serial number to be on under-side of register lid and on meter case. To be included on top (outside) of register lid is the identification prefix of a letter and numbers as follows	<u> X </u>	_____	_____
6. The manufacturer shall warranty the meter main case for a period of 20 years from date of shipment	<u> X </u>	_____	_____
7. The manufacturer shall warranty the encoded registers for a period of 10 years from the date of shipment	<u> X </u>	_____	_____
8. Enclose nationally advertised warranty, literature and specifications for each meter proposed.			
All specification literature sheets for each meter must show how the meter meets AWWA Standards C700 by listing test results such as minimum and maximum safe operating capacity, GPM and maximum number of disc nutations or piston oscillations.	<u> X </u>	_____	_____

		Yes	Vendor's Response No	Exceptions
9.	All lead free meters must have a lead content of 0.5% or less.	<u> X </u>	<u> </u>	<u> </u>
10.	All meters must have all lead free housing, including the bottom plate and bronze or plastic lids. Housing and bottom plate must be of the same material.	<u> X </u>	<u> </u>	<u> </u>
11.	All meters must meet AWWA Standards C700.	<u> X </u>	<u> </u>	<u> </u>
	All meter must be ANSI/NSF Standard 61 Certified.	<u> X </u>	<u> </u>	<u> </u>
12.	Complete meter assembly to be sealed at the factory.	<u> X </u>	<u> </u>	<u> </u>
13.	Each register lid shall have the following information stamped on the outside of the lid:			
	A. 5/8" meters shall have the manufacturer's serial number only on the register			
	B. 3/4" meters shall have the manufacturer's serial number on the register preceded by the letter A, i.e., A _____			
	C. 1" meters shall have the manufacturer's serial number on the register preceded by the letter B, i.e., B _____			
	D. 1.5" meters shall have the manufacturer's serial number on the register preceded by the letter C, i.e., C _____			
	E. 2" meters shall have the manufacturer's serial number on the register preceded by the letter D, i.e., D _____			
	The same sequencing of serial numbers may also be stamped on the body of the meter if possible.	<u> X </u>	<u> </u>	<u> </u>
14.	A BAR CODE tab shall be attached to each meter and shall include the following information:			
	A. The same serial number sequence as required in item 13 above			
	B. The model number of the meter			
	C. The size of the meter			
	D. The Manufacturer of the meter	<u> X </u>	<u> </u>	<u> </u>
15.	Register for each size of meter must have standard reduction gearing to provide for register interchange ability.	<u> X </u>	<u> </u>	<u> </u>
16.	In addition to the register sweep hand, each 5/8" through 2" register must have a low flow leak detector indicator.	<u> X </u>	<u> </u>	<u> </u>

	Yes	Vendor's Response No	Exceptions
17. Parts catalog shall be provided with water meter at time of delivery to each city ordering from this cooperative contract.	<u>X</u>	<u> </u>	<u> </u>
18. The water meter equipment shall be complete with all accessories necessary for installation. Meters shall be delivered as complete units, certified and ready for immediate installation.	<u>X</u>	<u> </u>	<u> </u>
19. Water meter equipment shall be inspected before acceptance by an authorized representative of the ordering city for workmanship, appearance and conformance with all other requirements of the bid solicitation. If deficiencies are found, it shall be the responsibility of the contracted supplier to pick-up the meter(s), make the necessary corrections and re-deliver the meters for re-inspection and acceptance. Payment and /or commencement of a discount period (if applicable) shall not be made until corrective action is made.	<u>X</u>	<u> </u>	<u> </u>
20. All water meters shall have raised characters cast on them indicating the direction of flow and meter size.	<u>X</u>	<u> </u>	<u> </u>
21. Each water meter shall be provided with a strainer made of non-ferrous material, which will fit tightly against the casing.	<u>X</u>	<u> </u>	<u> </u>
22. The register shall be of the straight reading style registering in U.S. gallons.	<u>X</u>	<u> </u>	<u> </u>
23. Size of meter shall be printed on register face.	<u>X</u>	<u> </u>	<u> </u>
24. All registers of a specific design and meter size shall be identical and completely interchangeable.	<u>X</u>	<u> </u>	<u> </u>
25. All meters shall be shipped on pallets, such that those having the highest serial numbers are on the bottom of each pallet.	<u>X</u>	<u> </u>	<u> </u>
26. Lead free water meters must be installed and in use for at least 5 continuous years in one or more of the following geographical areas: Phoenix, Arizona Metropolitan area, Tucson, Arizona, Yuma, Arizona and Las Vegas, Nevada Metropolitan area or another similar desert type community with the same weather characteristics.	<u>X</u>	<u> </u>	<u> </u>

	Yes	Vendor's Response No	Exceptions
27. All encoded registers must have at least a 12" pigtail for attaching remote read devices.	<u>X</u>	_____	_____
28. The successful bidder/Manufacturer shall have a local sales representative or distributor in Arizona.	<u>X</u>	_____	_____

Bid Questionnaire

Please note that as used in this Questionnaire, "Your" refers to Bidder's company. Please respond to all questions in an orderly manner.

1. What is your manufacturer's location for meters bid?

TALLASSEE, ALABAMA

Name of Manufacturer: **NEPTUNE TECHNOLOGY GROUP INC.**

Manufacturer Contact: **CHARLIE TRIMBLE**

Phone Number: **281-794-3133**

2. Do the products that you are bidding meet or exceed all stated specifications?

Yes No If no, please explain:

3. Does your company have all required Federal, State, and local certifications, licenses, and permits required for the operation of the business?

Yes No

4. Does your company accept all terms and conditions?

Yes No

5. If selected, will your company allow other government agencies to utilize this contract?

Yes No

6. List designated Contract Manager who will be responsible for managing all work provided by any resulting contract. (This individual shall be considered "Key Personnel".)

Contract Manager Name: **CHARLIE TRIMBLE**

Phone Number: **281-794-3133**

Cellular Phone Number: **281-794-3133**

Fax Number: **334-283-7299**

E-mail Address: **ctrimble@neptunetg.com**

7. What is your promised delivery time after receipt of order (ARO) for the following water meter product size?

5/8"	<u>30 DAYS ARO</u>	Calendar Days
3/4"	<u>30 DAYS ARO</u>	Calendar Days
1"	<u>30 DAYS ARO</u>	Calendar Days
1 1/2"	<u>30 DAYS ARO</u>	Calendar Days
2" Disc	<u>30 DAYS ARO</u>	Calendar Days

8. Submit nationally advertised warranty, literature and specifications for each meter bid.

Yes No

9. Which remote read systems are your encoded registers compatible with?

NEPTUNE'S PROREAD REGISTERS ARE COMPATIBLE WITH ALL NEPTUNE TOUCH AND RADIO READ SYSTEMS, AS WELL AS, SENSUS TOUCH READ AND RADIO READ SYSTEMS. ALSO, THERE ARE MANY OTHER METER NEUTRAL RADIO SYSTEMS THAT CLAIM COMPATIBILITY WITH OUR PROREAD ENCODERS. HOWEVER, IT IS THE RESPONSIBILITY OF THESE 3RD PARTY REMOTE DEVICES TO TEST AND CLAIM THE COMPATIBILITY OF THESE DEVICES WITH MANUFACTURER'S ENCODERS. NEPTUNE PUBLISHED OUR 2-WIRE AND 3-WIRE SPECIFICATIONS TO THESE 3RD PARTY COMPANIES FOR SUCH PURPOSE SINCE THEY CONTROL THE READING OF THE REGISTER THROUGH THE REMOTE DEVICE.

10. Must submit two (2) letters from different cities or counties that currently have **installed and use the lead free water meters that you bid**. Lead free water meters must be in use for at least 5 years, in one or more the following geographical areas: Phoenix, Arizona Metropolitan area, Tucson, Arizona, Yuma, Arizona and Las Vegas, Nevada Metropolitan area or another similar desert type community with the same weather characteristics. **PLEASE SEE ATTACHED**

11. Attach a list of all remote read devices that the encoded register will support, i.e. touch read, AMI and WiFi devices such as Orion, ITRON, T2, etc. **NEPTUNE'S PROREAD REGISTERS ARE COMPATIBLE WITH ALL NEPTUNE TOUCH AND RADIO READ SYSTEMS AS WELL AS, SENSUS TOUCH READ AND RADIO READ SYSTEMS. ALSO, THERE ARE MANY OTHER METER NEUTRAL RADIO SYSTEMS THAT CLAIM (SEE BELOW)**

12. What is the actual lead content for the meters your firm has proposed?
NEPTUNE'S METERS COMPLY WITH ANSI/NSF61 AND ARE MADE OF "NO LEAD" BRONZE THAT COMPLIES WITH ALL AWWA STANDARDS.

11. CONTINUED - COMPATIBILITY WITH OUR PROREAD ENCODERS. HOWEVER, IT IS THE RESPONSIBILITY OF THESE 3RD PARTY REMOTE DEVICES TO TEST AND CLAIM THE COMPATIBILITY OF THESE DEVICES WITH MANUFACTURER'S ENCODERS. NEPTUNE PUBLISHES OUR 2-WIRE AND 3-WIRE SPECIFICATIONS TO THESE 3RD PARTY COMPANIES FOR SUCH PURPOSE SINCE THEY CONTROL THE READING OF THE REGISTER THROUGH THE REMOTE DEVICE.



City of Peoria

Finance Department – Revenue Division
8850 North 79th Avenue, Peoria, AZ 85345
Phone (623) 773-7423 Fax (623) 773-7834

Sebastian J. Camilleri
Meter Services Supervisor

August 3, 2007

Mr. Ted Stalling, CPPB
City of Tempe
P.O. Box 5002
Tempe, AZ 85280

Dear Mr. Stalling:

The City of Peoria has installed Neptune water meters in a host of different applications for over 8 years.

I am pleased to say that in this harsh Arizona environment they have performed up to our expectations. In our system, we have found Neptune meters to be a durable, reliable and very accurate product.

In addition, I have found Neptune's local distributor, HD Supply to be very responsive in meeting our demand for meters and pleasantly focused on providing excellent customer service.

I can recommend Neptune Technologies and their local distributor, HD Supply to you without reservation.

If you have any questions, please do hesitate to call me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "S. Camilleri".

Sebastian J. Camilleri,
City of Peoria
Meter Service Supervisor



CITY OF TUCSON
Tucson Water

August 3, 2007

Ted Stalling, CPPB
City of Tempe
P.O. Box 5002
Tempe, AZ 85280

To Whom It May Concern:

The City of Tucson, Tucson Water Department has been using Neptune T-10 meters, 5/8 x 3/4" and 1", since July 1, 2003. During the past four years we have installed over 30,000 meters with no problems due to temperature and climate.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl Avila".

Cheryl Avila
Metering services Superintendent
Tucson Water



Chandler - Arizona
Where Values Make The Difference

August 2, 2007

Attention: Ted Stallings CPPB

Please accept this brief letter as verification from the City of Chandler that we have had for over ten years, and continue to have, Neptune meters installed in our water system. We presently are solely installing Neptune both large and small meters with great success. Should you have further questions please feel free to contact me at 782-2283.

Respectfully,

Jim Crocker
Customer Service Manager

Mailing Address
Mail Stop 701
PO Box 4008
Chandler, Arizona 85244-4008

Printed on recycled paper ♻️

Licensing, Tax and Utility Services
Telephone (480) 782-2280
TDD (800) 367-8939
Fax (480) 782-2295
www.chandleraz.gov

Location
Suite 201
55 North Arizona Place
Chandler, Arizona 85225

To The City of Tempe, El Paso Water Utilities has used the Neptune Meters For 15 plus years without any problems related to temperature and climate. Our meters are installed in pits under ground where at time are submerged under Water for periods of times, and sometimes in extremely hot and humidity conditions Neptune Meters has always kept their accuracy.

David R. Lara
Meter shop Supervisor.

A handwritten signature in black ink, appearing to read 'D. R. Lara', written over a horizontal line.

August 02, 2007

IFB Checklist For Submittals

Vendors must submit the following:

- X One - (1) signed and complete original of the Bid response, including "Vendor's Bid Offer" (Form 201-B).
- X Two - (2) additional bid responses for evaluation purposes.
- X The Bid Questionnaire has been completed and included
- X Price Information completed and included.
- X Any addendum(s) have been included

- X Two (2) letters from different cities, counties, or water districts that currently have **installed and use the water meters that you bid**. Water meters must be in use for at least 10 years, in one or more of the following geographical areas: Phoenix, Arizona Metropolitan area, Tucson, Arizona, Yuma, Arizona and Las Vegas, Nevada Metropolitan area or another similar desert type community with the same weather characteristics.
- X Nationally advertised warranty, literature and specifications for each meter bid.
- X Attach a list of all remote read devices that the encoded register will support, i.e. touch read, AMI and WiFi devices such as Orion, ITRON, T2, etc.
- X Dealers/manufacturor's representative must provide a letter from each manufacturer bid, certifying that the bidder is a bona fide dealer for the specific equipment bid.

NEPTUNE IS THE MANUFACTURER

Company Name: NEPTUNE TECHNOLOGY GROUP INC.

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Group I					
1.	5/8" Manual Read Meters	3,000	Each	\$33.00	\$99,000.00
2.	3/4" Manual Read Meters	2,000	Each	\$52.00	\$104,000.00
3.	1" Manual Read Meters	1,000	Each	\$85.25	\$85,250.00
4.	1 1/2" Manual Read Meters	300	Each	\$183.90	\$55,170.00
5.	2" Manual Read Meters	200	Each	\$260.50	\$52,100.00
			Total	Group I	\$395,520.00
Group II					
6.	5/8" Encoded Register Meters	3,000	Each	\$65.75	\$197,250.00
7.	3/4" Encoded Register Meters	2,000	Each	\$87.25	\$174,500.00
8.	1" Encoded Register Meters	1,000	Each	\$125.00	\$125,000.00
9.	1 1/2" Encoded Register Meters	300	Each	\$240.00	\$72,000.00
10.	2" Encoded Register Meters	200	Each	\$335.00	\$67,000.00
			Total	Group II	\$635,750.00
			Total of Groups I & II		\$1,031,270.00

- % Discount off catalog # for other water meters.
- % Discount off catalog # for encoded registers.
- % Discount off catalog # for parts and supplies.
- % Discount off catalog # for automated meter reading devices.

* Applicable Tax 5.6 %

* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

NET 30 DAYS

Less prompt payments discount terms of % days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts: Cecilia Miller Letters A-C
Ramona Zapien Letters D-O
Penny Brophy Letters P-Z

(H:/IFB3-2002)

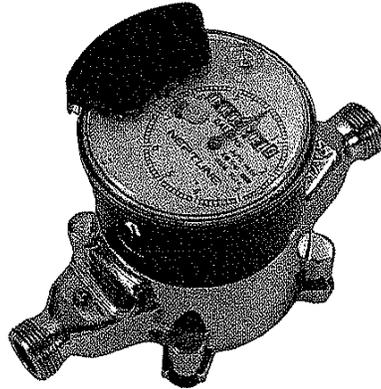


T-10 METER

SIZES: 5/8", 3/4", and 1"



T-10 water meters are warranted for performance, materials, and workmanship.



Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle is time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

CONSTRUCTION

The T-10 water meter consists of three major assemblies: a register, a no-lead high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant no-lead high copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

WARRANTY

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

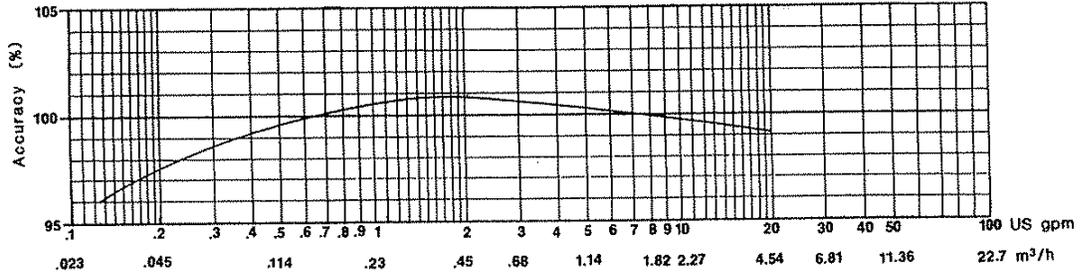
KEY FEATURES

- Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register
 - High resolution, low flow leak detection
 - Bayonet style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face
- No-Lead Maincase
 - Made from no-lead high copper alloy
 - ANSI/NSF 61 Certified
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - No-lead high copper alloy provides residual value vs. plastic
 - Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

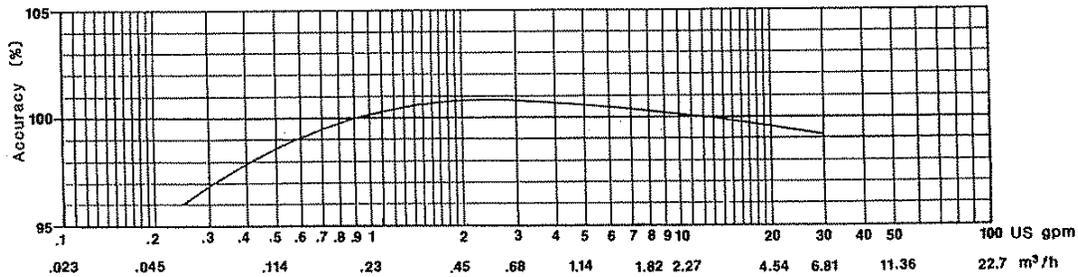
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

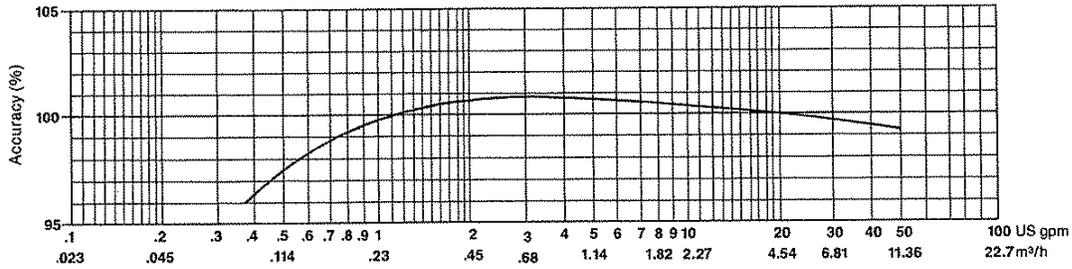
5/8" ACCURACY



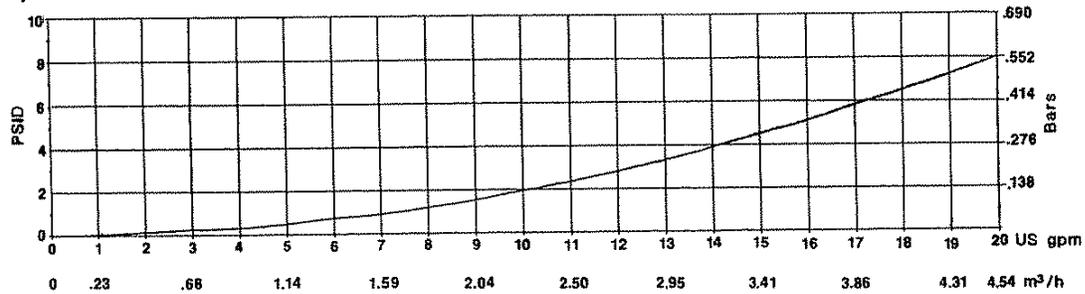
3/4" ACCURACY



1" ACCURACY

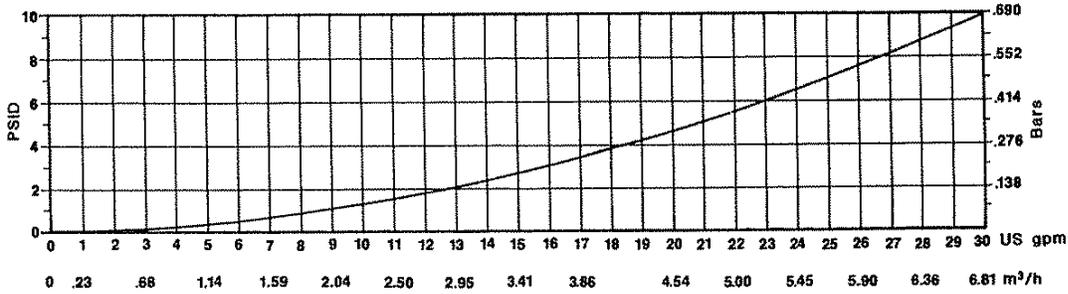


5/8" PRESSURE LOSS

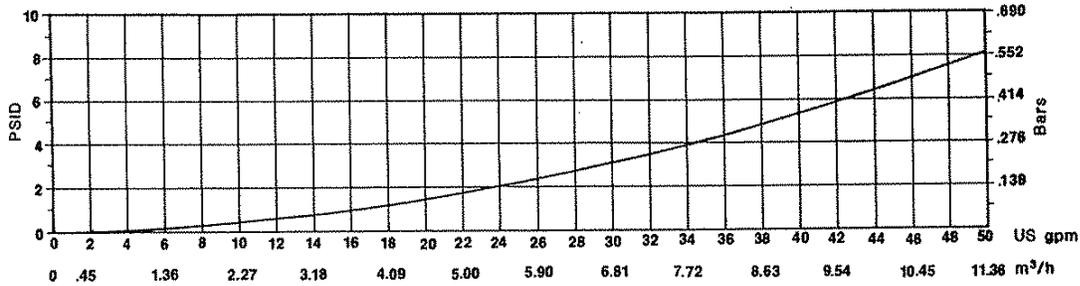


These charts show typical meter performance. Individual results may vary.

3/4" PRESSURE LOSS



1" PRESSURE LOSS

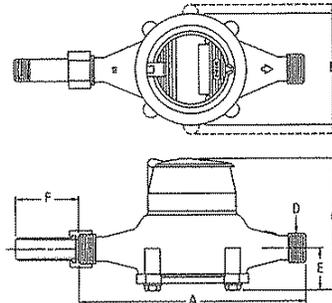


OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy ($\pm 1.5\%$)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m ³ /h	1 to 20 US gpm 0.23 to 4.5 m ³ /h	1/8 US gpm 0.03 m ³ /h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m ³ /h	2 to 30 US gpm 0.45 to 6.8 m ³ /h	1/4 US gpm 0.06 m ³ /h
1"	1 to 50 US gpm 0.23 to 11.36 m ³ /h	3 to 50 US gpm 0.68 to 11.4 m ³ /h	3/8 US gpm 0.09 m ³ /h

DIMENSIONS

Meter Size	A	B	C-Std.	C-ARB	D-Threads	D-OD	E	F	Weight
	in/mm	in/mm	in/mm	in/mm	per inch	in/mm	in/mm	in/mm	lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	14	1.030 26	1 5/8 41	2 1/2 64	3 3/4 1.7
5/8" x 3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	11 1/2	1.290 33	1 5/8 41	2 5/8 67	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	6 2.7
3/4" SL	7 1/2 911	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	5 1/2 2.5
3/4" x 1"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.626 41	1 7/8 48	2 3/4 70	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.626 41	2 1/8 54	2 3/4 70	9 3/4 4.4
1" x 1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.865 47	2 1/8 54	2 13/16 71	10 1/4 4.6



GUARANTEED SYSTEMS COMPATIBILITY

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead (ARB VI) AutoDetect, E-Coder™(ARB VII), E-Coder)R900i, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

ProRead Registration			
(per sweep hand revolution)	5/8"	3/4" & 1"	
10 US Gallons	✓	✓	
10 Imperial Gallons	✓	✓	
1 Cubic Foot	✓	✓	
0.1 Cubic Metre	✓	✓	
0.01 Cubic Metre	✓		
Register Capacity			
ProRead & E-Coder	5/8"	3/4" & 1"	
10,000,000 US Gallons	✓	✓	
10,000,000 Imperial Gallons	✓	✓	
1,000,000 Cubic Feet	✓	✓	
100,000 Cubic Metres	✓	✓	
10,000 Cubic Metres	✓		
E-Coder High Resolution			
(8-digit reading)	5/8"	3/4" & 1"	
0.1 US Gallons	✓	✓	
0.1 Imperial Gallons	✓	✓	
0.01 Cubic Feet	✓	✓	
0.001 Cubic Metres	✓	✓	

SPECIFICATIONS

- Certification: ANSI/NSF 61
- Application: cold water measurement of flow in one direction
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: rotating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - 5/8", 5/8" x 3/4"
 - 3/4", 3/4" SL, 3/4" x 1"
 - 1", 1" x 1 1/4"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: Bronze box and cover (standard)
 - Remote reading: ProRead Encoder, E-Coder™, E-Coder)R900i, TRICON/S, TRICON/E3
 - Reclaim
- Bottom caps:
 - Synthetic polymer (5/8" only)
 - Cast iron
 - No-lead high copper alloy
- Connections: no-lead high copper alloy, straight or bent
- Environmental conditions:
 - Operating temperature: 33°F to 149°F (0°C to 65°C)
 - Storage temperature: 33°F to 158°F (0°C to 70°C)

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 55203 5294 / (525) 55203 5708
Fax: (525) 55203 6503

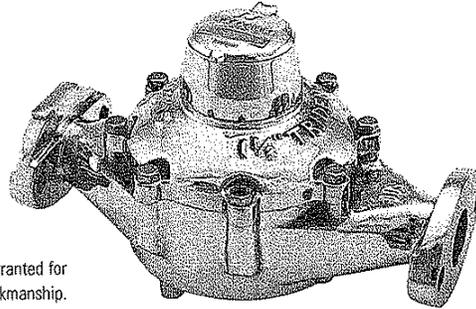
 **NEPTUNE**
TECHNOLOGY GROUP
neptunetg.com



NEPTUNE
TECHNOLOGY GROUP

T-10 METER

SIZES: 1 1/2" and 2"



T-10 water meters are warranted for performance, materials, and workmanship.

Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle is time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a no-lead high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant no-lead high copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

- Register
 - Magnetic drive, low torque registration ensures accuracy
 - Impact-resistant register
 - High resolution, low flow leak detection
 - Bayonet style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face
- No-Lead Maincase
 - Made from no-lead high copper alloy
 - ANSI/NSF 61 Certified
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - No-lead high copper alloy provides residual value vs. plastic
 - Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

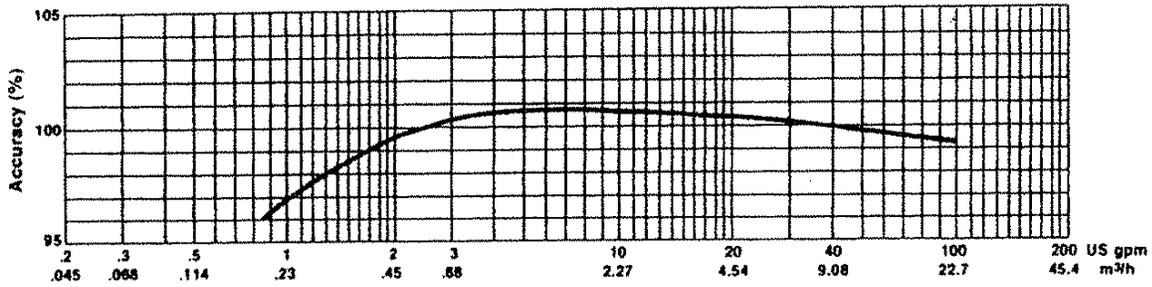
SYSTEMS COMPATIBILITY

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

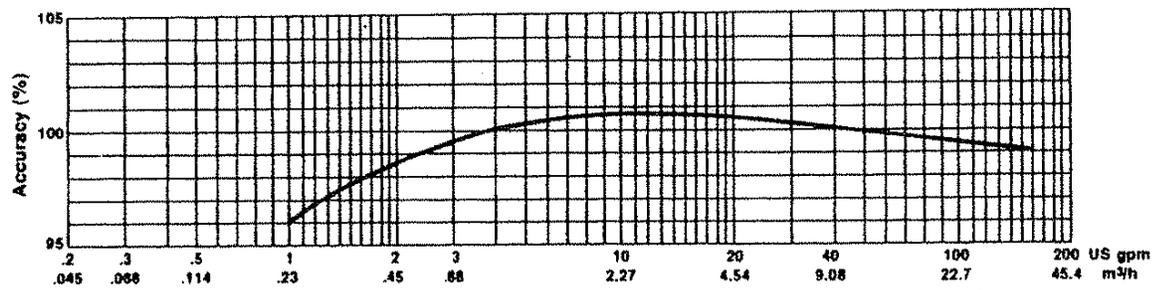
CONSTRUCTION

WARRANTY

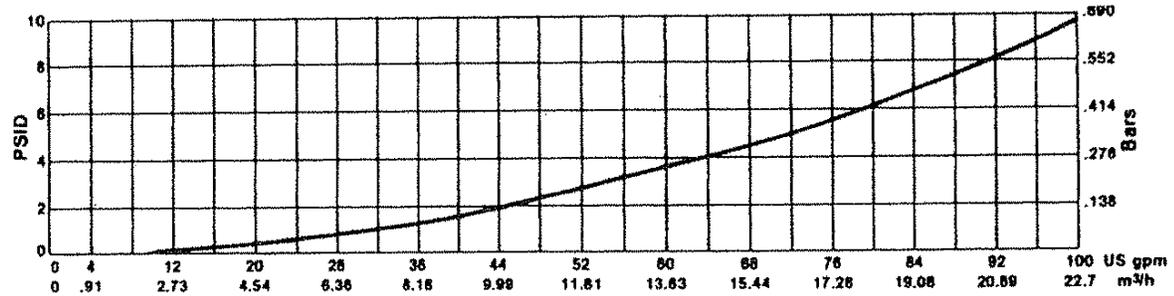
1 1/2" ACCURACY



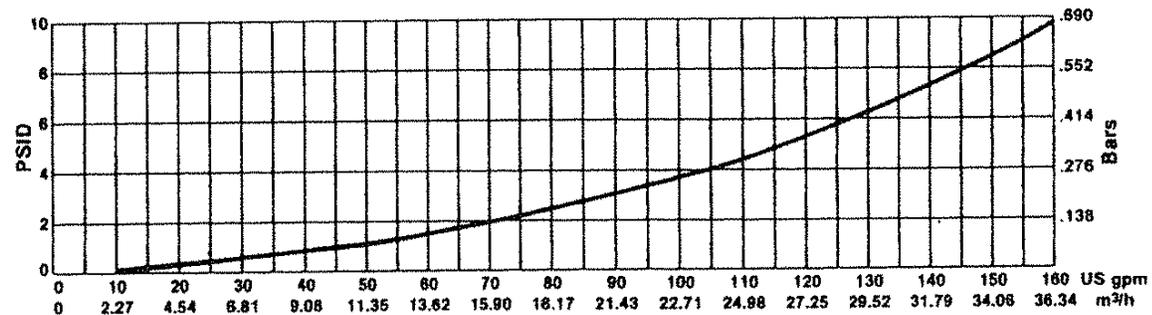
2" ACCURACY



1 1/2" PRESSURE LOSS



2" PRESSURE LOSS



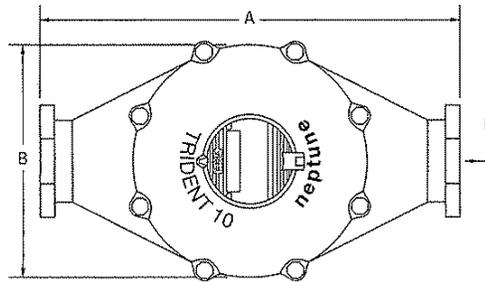
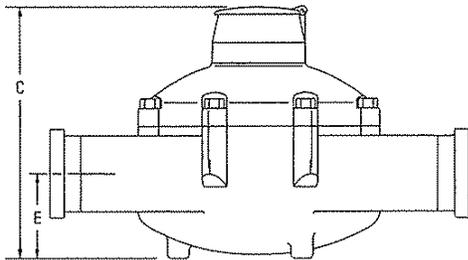
These charts show typical meter performance. Individual results may vary.

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @100% Accuracy ($\pm 1.5\%$)	AWWA Standard	Low Flow @ 95% Accuracy
1 1/2"	2 to 100 US gpm 0.46 to 22.73 m ³ /h	5 to 100 US gpm 1.1 to 22.7 m ³ /h	3/4 US gpm 0.17 m ³ /h
2"	2 1/2 to 160 US gpm 0.57 to 36.36 m ³ /h	8 to 160 US gpm 1.8 to 36.3 m ³ /h	1 US gpm 0.23 m ³ /h

DIMENSIONS

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	D-Threads per inch	D-Thread Type	E in/mm	Weight lbs/kg
1 1/2" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 9/16 217	11 1/2	1 1/2" NPT	2 9/16 65	31 14.1
1 1/2" Flanged End	13 330	8 1/16 205	8 1/8 206	8 9/16 217	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 3/4 248	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 3/4 248	—	—	3 1/8 79	44 20.0



GUARANTEED SYSTEMS COMPATIBILITY

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead (ARB VII), E-CODER®(ARB VII), E-Coder)R900i, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

REGISTRATION

ProRead Registration			
(per sweep hand revolution)			
	1 1/2"	2"	
100 US Gallons	✓	✓	
100 Imperial Gallons	✓	✓	
10 Cubic Feet	✓	✓	
1 Cubic Metre		✓	
0.1 Cubic Metre	✓		
Register Capacity			
ProRead & E-coder			
	1 1/2"	2"	
1 US Gallons	✓	✓	
1 Imperial Gallons	✓	✓	
0.1 Cubic Feet	✓	✓	
0.001 Cubic Metres	✓	✓	
E-Coder High Resolution			
(8-digit reading)			
	1 1/2"	2"	
1 US Gallons	✓	✓	
1 Imperial Gallons	✓	✓	
.1 Cubic Feet	✓	✓	
0.001 M ³	✓	✓	

SPECIFICATIONS

- Certification: ANSI/ NSF 61
- Application: cold water measurement of flow in one direction
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: nutating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - 1 1/2" flanged or threaded end
 - 2" flanged or threaded end
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: Bronze box and cover (standard)
 - Remote reading: ProRead Absolute Encoder, E-Coder, E-Coder)R900i, TRICON/S, TRICON/E3
 - Reclaim
- Measuring chamber: synthetic polymer
- Companion flanges: cast iron or no-lead high copper alloy
- Environmental Conditions:
 - Operating temperature: 33°F to 149°F (0°C to 65°C)
 - Storage temperature: 33°F to 158°F (0°C to 70°C)

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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Delegación Miguel Hidalgo
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Fax: (525) 55203 6503

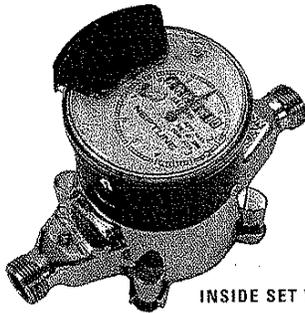


NEPTUNE
TECHNOLOGY GROUP

neptunetg.com



PROREAD™ REGISTER



INSIDE SET VERSION



PIT SET VERSION

Neptune water meters and absolute encoders form the foundation of accurate and reliable ARB® Utility Management Systems™. Since 1964 when Neptune introduced the first absolute encoder, Neptune has held firm to the philosophy that both the local visual reading and remote electronic reading should come from the same source. Today there are approximately 19 million encoders in use. Neptune guarantees the data integrity of all our absolute encoders.

The ProRead™ (ARB® VI) absolute encoder provides data integrity by encoding the actual position of the register odometer and providing error-free remote electronic meter reading capability. The ProRead encoder allows utilities to capture more reads per day, shorten billing cycles, and automate bill preparation to improve cash flow. The ProRead absolute encoder and data collection systems work together to eliminate billing discrepancies and customer complaints by providing accurate meter readings the first time, every time – guaranteeing efficiency, long-term value, and peace of mind for utilities.

ProRead is the first step toward a totally automated metering system. The ProRead register provides the actual direct reading of the register odometer and provides error-free remote electronic capability without the need for batteries. The ProRead is a fully programmable register with an ID number of up to 10 digits, three user characters, 3-6 digit meter reading and meter networking to allow connection of two registers to one remote. For reading convenience, the register can be mounted in one of four different positions on the meter bayonet. For ease of installation, the ProRead register can automatically detect 2-wire and 3-wire register protocol without programming.

PROREAD INSIDE SET VERSION

The inside set version features a non-oil-filled standard plastic polycarbonate enclosure for installation in basement or inside applications only.

PROREAD PIT SET VERSION

The pit set version features a non-oil-filled roll-sealed copper shell and glass lens housing similar to our standard direct read register housing for superior protection in a harsh pit environment.

KEY FEATURES

- Absolute encoder technology
- Available in pit and inside set versions
- Pit set version: Roll-sealed copper shell and glass lens, oil-free design, factory pre-wired and potted
- Inside set version: Plastic enclosure, oil-free design
- Error-free remote electronic reading
- Automatically detects 2-wire and 3-wire register protocol
- Reprogrammable 1-10 digit ID, 3-6 digit meter reading
- Full sweep hand for testing
- Leak detection on register face
- Tamperproof seal to meter

KEY BENEFITS

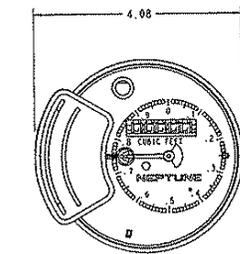
- Foundation of AMR
- Accurate and reliable meter reading
- Eliminates billing discrepancies and customer complaints
- Allows the capture of more reads per day
- Shortens billing cycle
- Automates bill preparation to improve cash flow

REGISTRATIONS AND REGISTER CAPACITY

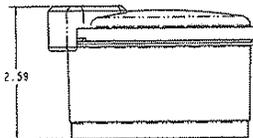
Meter Size	4 and 6 -Wheel Encoded Odometers								
	Gallons (U.S. & Imperial)			Cubic Feet (ft ³)			Cubic Metres (m ³)		
	4-Wheel	6-Wheel	Fixed Zero	4-Wheel	6-Wheel	Fixed Zero	4-Wheel	6-Wheel	Fixed Zero
5/8", 3/4", 1"	1234	123455	0	1234	123455		1234	123455	-
1 1/2"	1234	123455	00	1234	123455	0	1234	123455	-
2", 3", 4"	1234	123455	00	1234	123455	0	1234	123455	-
6", 8", 10", 12"	1234	123455	000	1234	123455	00	1234	123455	0
16", 20"	1234	123455	0000	1234	123455	000	1234	123455	00

Some other special resolutions available upon request.

INSIDE SET VERSION

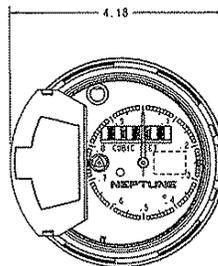


TOP VIEW

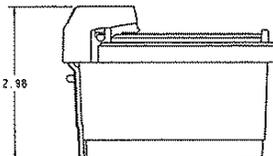


SIDE VIEW

PIT SET VERSION



TOP VIEW



SIDE VIEW

SPECIFICATIONS

- Materials
 - Encoder register housing: Plastic Polycarbonate: inside set meters
 - Glass lens and copper can: pit set meters
 - Remote receptacles: ABS, nylon and polycarbonate
 - Connecting wire: 3-lead #22 AWG
- Distance
 - A single register may be located with up to 500 feet (152 m) of wire from receptacle.
 - Two networked registers can be located with up to 300 feet (91 m) of wire from receptacle.

OPTIONS

- Sizes
 - Available for all sizes and makes of current Neptune meters.
- Electronic Accessory Equipment
 - Advantage
 - Pocket ProReader
 - DAP Handhelds with adapter
 - R900s (Single or Dual)
- Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres
- Environmental Conditions:
 - Operating temperature: 32°F to 158°F (0°C to 70°C)
 - Storage temperature: -40°F to 158°F (-40°C to 70°C)
 - Operating humidity: 0 to 100%

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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NEPTUNE
TECHNOLOGY GROUP

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Neptune Certificate of Warranty Neptune T-10, HP Turbine, Tru/Flo® Compound Cold Water Meters

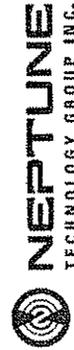
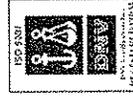
1. Terms of Limited Warranty.

With respect to its Neptune T-10, HP TURBINE, TRU/FLO COMPOUND Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92.

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

- (a) **Maincase.** The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.
- (b) **Frost Protection.** All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of 10 years.
- (c) **Registers.** Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulsar Rfd remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-Coder™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one year material and workmanship guarantee.
- (d) **Meter Accuracy for Neptune T-10.** Neptune T-10 Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWMA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 will perform to at least Repaired Meter Accuracy Standards, according to AWWMA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.
- (e) **Meter accuracy for HP Turbine and TRU/FLO.** The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons



2. Warranty Return.

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. Warranties are exclusive.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. Damages limited to costs of replacement and repair.

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. Warranties are inapplicable under certain conditions.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

