

## **SPECIFICATIONS FOR METERS**

### **1.0 GENERAL REQUIREMENTS**

#### **1.1 DESCRIPTION/SCOPE**

The Birmingham Water Works Board is sourcing Meters as specified throughout this solicitation document. Any supplier proposing to furnish any product not listed as acceptable in this solicitation, must first obtain written approval of The Birmingham Water Works Board Assistant General Manager-Engineering and Distribution, or authorized representative, prior to submission of their solicitation response. **Supplier's may provide solicitation responses on one or multiple brands and/or meter types.**

#### **1.2 QUALITY ASSURANCE**

The manufacturer shall upon request, furnish a notarized certification to The Birmingham Water Works Board that all items were manufactured in full compliance with these specifications.

The entire process of the manufacture of items to be furnished under this specification shall be open at all times to the inspection of The Birmingham Water Works Board Engineer or his designated alternate. All defects shall be corrected to his satisfaction, or the material will be rejected. Approval at time of plant inspection shall not prevent rejection if defects are subsequently discovered.

##### ***1.2.1 REFERENCES***

American Water Works Association (AWWA), C800

American National Standards Institute (ANSI) , 1024, CSA B64.6

American Society of Safety Engineers (ASSE), 1024, CSA B64.6

National Sanitation Foundation (NSF/ANSI) Standard 61, Annex G

When reference is made in these specifications to American Water Works Association (AWWA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), American Iron and Steel Institute (AISI), American Society of Safety Engineers (ASSE), or other standards, it is understood that the latest revision thereof shall apply. The manufacturer should especially note that this part of the specifications applies to all items with additional requirements set forth for each type.

#### **1.3 SUBMITTALS**

This solicitation contains mandatory requirements (e.g., product specifications, service or quality level specifications, staff requirements, experience, or license requirements, etc.) which must be met by the supplier in order for the supplier to be considered “responsive” and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this solicitation document
2. Requirements contained in any attachment to this solicitation, such as but not limited to: Mandatory Questions, Appendixes, HUB Documents, EEO Report, Certification of Non- Discrimination, Debarment Form, any BWWB requested bonds, and the Cost Worksheet

If bidding a product manufactured by another firm, a letter must be submitted from the actual manufacturer of that product giving your company as agent authority in Birmingham, Alabama to bid that product.

The letter may be a blanket letter from the manufacturer renewable at the beginning of the calendar year giving your company authorization to bid and sell the products that are quoted. The letter may cover as many items as are requested by your company.

Any bidder proposing to furnish any product not listed as acceptable in this bid, must first obtain written approval of The Birmingham Water Works Board Assistant General Manager-Engineering and Distribution, or authorized representative, prior to submission of bid.

The BWWB reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the BWWB. It is also within the right of the BWWB to reject responses that do not contain all elements and information requested in this solicitation. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the solicitation requirements, which determination will be made by the BWWB on a case-by-case basis.

#### **1.4 RESTRICTIONS ON COMMUNICATING WITH BWWB PERSONNEL**

From the issue date of this solicitation until the award is approved by the Birmingham Water Works Nine Member Voting Board of Directors, suppliers are not allowed to communicate for any reason with any BWWB Personnel except through the Issuing Officer named herein, the Issuing Officer’s designee, or during the Bidders/Offerors’ conference (if any), or as defined in this solicitation or as provided by existing contract(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The BWWB reserves the right to reject the response of any supplier violating this provision.

ISSUING OFFICER- MATT SHIVER

**1.5 PERMITS AND LICENSING**

The awarded supplier shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. All permit fees shall be included in the contract amount and paid by the awarded supplier.

**1.6 SITE VISITS AND/OR ORAL PRESENTATIONS**

The BWWB reserves the right to conduct site visits, request product/work samples, or to invite suppliers and/or awarded suppliers to present their product/service solution to the evaluation teams. The supplier(s) and/or awarded supplier(s) shall provide access to all manufacturer's production, testing, storage, operation, and other areas if, and when, requested by the BWWB

**1.7 QUANTITIES OR ESTIMATES OF PRODUCTS AND SERVICES**

The quantities specified herein are estimates based upon current consumption and projected demand for the next contract year and shall not be construed to represent an amount which the BWWB shall be obligated to purchase. The exact amounts ordered may be more or less and subject to BWWB's actual needs. The responding supplier acknowledges and agrees that the BWWB will only be responsible for the commodities and/or services actually purchased and/or consumed.

BWWB will provide the awarded supplier(s) with an ordering timeframe for items that may be ordered during the contract time. BWWB reserves the sole right to adjust the quantities and delivery dates. The awarded supplier(s) must honor their quoted delivery date(s) as referenced in their supplier provided Cost Worksheet.

**1.8 SUPPLIER PERFORMANCE**

In the event the BWWB deems it expedient to perform service(s) or source alternate similar/like products(s) which have not been provided by the supplier as required by the awarded contract, or to correct work which has been inadequately performed by the supplier as required in the solicitation documents, BWWB reserves the sole right to procure services and/or products from another source and may charge the difference between the contract and the substitute contract to the defaulting supplier.

The BWWB reserves the right to inspect the manufacturing and/or service development process of any awarded supplier's products and/or services.

**1.9 SUPPLIER WARRANTIES**

The awarded supplier represents and warrants that the goods and services provided in accordance with this solicitation will appear and operate in conformance with the terms and conditions of the finalized contract.

All goods delivered by awarded supplier to the BWWB shall be free from any defects in design, material, or workmanship. If any goods offered by the awarded contractor are found to be defective in material or workmanship, or do not conform to supplier's warranty, the BWWB shall have the option of returning, repairing, or replacing the defective goods at awarded supplier's expense. Payment for goods shall not constitute acceptance. Acceptance by the BWWB shall not relieve the awarded supplier of its warranty or any other obligation under the finalized contract.

The awarded supplier represents and warrants that title to any property assigned, conveyed or licensed to the BWWB is good and that transfer of title or license to the BWWB is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

The awarded supplier represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the supplier's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the finalized contract, which shall take precedence.

#### **1.10 GENERAL PRICING RULES**

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the solicitation, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier's unit price and extended price, the unit price shall govern;
4. The prices quoted and listed in the response shall be firm throughout the term of the resulting contract, unless otherwise noted in the solicitation or contract; and
5. Unless otherwise specified in any terms and conditions issued by the BWWB to the solicitation, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
6. Unless expressly permitted by the solicitation, responses containing provisions for late or interest charges will not be awarded a contract. Suppliers must "redact" any such provisions in their submitted forms; and
7. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the solicitation; and

8. Unless permitted by the solicitation, responses requiring payment from the BWWB in less than thirty (30) days will be considered non-responsive; and
9. The BWWB is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

#### **1.11 SELECTION AND AWARD**

It is likely that this solicitation may result in multiple awards determined by pricing and availability. Any contract award(s) resulting from the solicitation will be made to the lowest, responsive and responsible supplier(s) meeting all specifications and with whom the BWWB has reached agreement on all contract terms and conditions. The BWWB reserves the right to select one or more suppliers for award by way of awarding all items to one supplier, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the BWWB.

When selecting the lowest responsive and responsible supplier, the determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

#### **1.12 CONTRACT TERM AND RENEWAL**

The Board reserves the sole right to award contracts to the lowest responsive and responsible supplier(s) as described throughout this document. The initial term of the contract shall be for a period of one (1) year from date of award and prices quoted shall remain effective for that period. The Board reserves the sole right to extend any of the applicable contracts for additional one (1) year periods or as allowable per State of Alabama law.

**All contract renewals must be approved by the Board. Before the contract end date, the BWWB shall submit a Contract Amendment Form to the awarded supplier(s). The Contract Amendment Form may include any mandatory or implicative contract changes from BWWB. Upon receipt of the Contract Amendment Form, the awarded supplier(s) may ask for price increases on their supplied goods and/or services. Suppliers can only utilize either the Bureau of Labor Statistics Consumer Price Index and/or Producer Price Index reports for pricing adjustment analysis. Upon request and adequate justification, the BWWB may grant a price increase up to 10%. The awarded supplier(s) price increase request must be based upon the most recent six (6) month's data that was published by the Bureau of Labor Statistics. If an escalation factor is applied to the contract a de-escalation shall also be considered and will be calculated at the end of the term of the agreement. Escalation or de-escalation costs will only be considered by way of requests on the Contract Amendment Form.**

**1.13 PRIORITY CUSTOMER STATUS**

By submitting a Cost Worksheet response to this solicitation, supplier understands and acknowledges that the BWWB provides water services that are essential to the health and welfare of the public. Failure of an awarded supplier to provide materials under any awarded contract issued pursuant to this solicitation may jeopardize the BWWB's ability to provide timely services, which may affect the health and welfare of the public served by the BWWB. In the event of product shortages at any level of the production to delivery chain, awarded supplier(s) agrees and affirms that the BWWB will be given the earliest possible notice of supply chain issues and the highest priority for allocation of the item(s) listed herein. To the extent that awarded supplier(s) must prioritize and/or allocate delivery among its customers, the requirements of the BWWB will be honored before contract items are provided to a customer with no obligations with regard to the public health and welfare.

**1.14 PRODUCT DELIVERY**

Unless otherwise stated in the solicitation and any resulting contract, items shall be shipped F.O.B. Destination. The supplier shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and accepted by BWWB. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the awarded supplier to remedy without cost to the BWWB, regardless of when the hidden damage is discovered.

**F.O.B. Birmingham Water Works  
3600 First Avenue North  
Birmingham, AL 35222**

The BWWB reserves the right to have orders delivered to different BWWB owned and/or leased locations at the awarded supplier's expense.

A packing list shall accompany every shipment. The absence of a packing slip or required shipping order information may cause refusal of the shipment. The packing list shall contain: Purchase Order number, Delivery release number, item description, quantity shipped, quantity ordered, and quantity backordered (if any).

If there is a delay in products manufacturing or shipping and/or the performance of services, the awarded supplier(s) must notify the BWWB, in writing, as soon as possible. The awarded supplier(s) must provide weekly updates, in writing, to the BWWB for any product and/or service delays.

**1.15 SOLICITATION CERTIFICATION**

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted Cost Worksheet constitutes an offer, which if accepted in writing by the BWWB, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the BWWB; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **ninety (90) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That any provision of the State of Alabama Code has not been violated and will not be violated in any respect.

#### **1.16 INVOICING**

The BWWB will render payment to the awarded supplier(s) by check on a net 30-day basis after receipt of the products and/or services and an invoice that has been submitted as required in this solicitation, unless the BWWB authorizes alternative terms in writing. All invoices must be submitted to [accountspayable@bwwb.org](mailto:accountspayable@bwwb.org). Any discrepancies noted by the BWWB must be corrected by the awarded supplier within 48 hours. The payment amount due on invoices cannot be altered by the BWWB personnel. Once disputed items are resolved, the awarded supplier must submit an amended invoice, or a credit memorandum for the disputed amount. The BWWB will not make partial payments on an invoice where there is a dispute. The BWWB will only make payments on authorized transactions.

Invoices submitted pursuant to this solicitation must include:

- Name and remittance address of supplier.
- Invoice date.
- Invoice number.
- Solicitation number.
- BWWB Issued PO number.
- Must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
- Contact information of the person to be notified in event of a discrepancy in the invoice.

## **2.0 PRODUCTS**

## **2.1 Meter Specifications by Type**

- 2.1.1 Appendix One – Flat Nutating Disc or Oscillating Piston Meter Type
- 2.1.2 Appendix Two- Multi-Jet or Single-Jet Meter Type
- 2.1.3 Appendix Three- 2” Meter Type
- 2.1.4 Appendix Four- 4” and Larger Meter Type