

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
OF
Small Meters, 5/8" to 2"
Bid No. 14-180**

**BADGER METER, INC.
Box 88223
Milwaukee, WI 53288-0223
(402)876-3837**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **BADGER METER, INC., Box 88223, Milwaukee, WI 53288-0223**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply of Small Meters, 5/8" to 2", Bid No. 14-180** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$778,607.50 during the contract term without approval. All items are taxable. Price estimated to include trade-in allowance.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Special Provisions
 4. Specifications
 5. Technical Specifications
 6. Net Annual Bid Form
 7. Instructions to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Terry J. Meyer
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Beutler
Chris Beutler, Mayor

Approved by Executive No. 087457

dated 9-3-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

BADGER METER, INC.

Name of Corporation

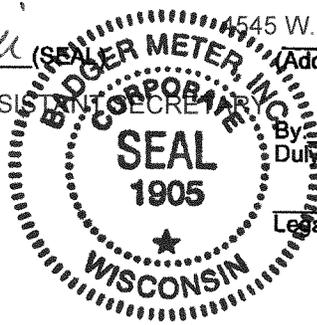
1545 W. BROWN DEER RD., MILWAUKEE WI 53223

(Address)

ATTEST:

Pamela G. Stokke-Ceci
Secretary

PAMELA G. STOKKE-CECI, ASSISTANT SECRETARY



By: *Theresa M. Szafranski*
Duly Authorized Official

HERESA M. SZAFRANSKI
ASSISTANT SECRETARY

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Water System 2021 N. 27th st. Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	14-180	Department		Department	
Title	Annual Supply of Small Meters, 5/8" to 2"	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	07/02/2014	Telephone	(402) 441-7428	Telephone	
Close Date	7/16/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax	
Need by Date		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company BADGER METER, INC.
 Address Box 88223
 Milwaukee, WI 53288-0223

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 876-3837 15728
 Fax 1 (414) 371-5952
 Email
 Submitted 7/15/2014 3:52:16 PM CT
 Total \$804,220.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Purchase Order and Delivery Contact Regarding Releases	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. This would be for release purchase order from the contract.	Rebecca Loomans, Assistant Secretary, bids@badgermeter.com, 800-876-3837x16220
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	See attached delivery schedule
7	Contact	Name of person submitting this bid:	Rebecca Loomans
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) Yes B) Yes C) one (1) year term
11	Estimated Net Annual Bid Form	I acknowledge that I have completed the Estimated Net Annual Bid Form and the on-line bid line pricing. I have attached my completed form to the Response Attachment Section of E-bid.	Yes
12	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	600	EA	5/8" x 7-1/2" Meter with Integral Itron® Model 60W Endpoint	\$109.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 120 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M25 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	2.75

2	400	EA	3/4" x 7-1/2" Meter with Integral Itron® Model 60W Endpoint	\$118.00
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Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 120 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M35 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	3.50

3	3,800	EA	3/4" x 9" Meter with Integral Itron® Model 60W Endpoint	\$117.00
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Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 120 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M35 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	3.50

4 600 EA 1" Meter with Integral Itron® Model 60W Endpoint \$165.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 120 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M70 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	6.00

5 100 EA 1-1/2" Meter with Integral Itron® Model 60W Endpoint \$320.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 48 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M120 Disc Meter, Elliptical Long Drilled, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	13.00

6 100 EA 2" Meter with Integral Itron® Model 60W Endpoint \$458.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: Up to 48 units 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M170 Disc Meter, Elliptical Long Drilled, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Gray) Itron 60 Series Endpoint, Integral, Factory Pre-Wired
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	20.00

7 10 EA 5/8 x 7-1/2" Meter with Itron® Model 60W Pit Endpoint \$129.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M25 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	2.75

8 10 EA 3/4 x 7-1/2" Meter with Itron® Model 60W Pit Endpoint \$138.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M35 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	3.50

9 100 EA 3/4 x 9" Meter with Itron® Model 60W Pit Endpoint \$137.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M35 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	3.50

10 50 EA 1" Meter with Itron® Model 60W Pit Endpoint \$185.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M70 Disc Meter, Lead Free Bronze Bottom, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	6.00

11 50 EA 1-1/2" Meter with Itron® Model 60W Pit Endpoint \$340.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M120 Disc Meter, Elliptical Long Drilled, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	13.00

12 50 EA 2" Meter with Itron® Model 60W Pit Endpoint \$478.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	RCDL M170 Disc Meter, Elliptical Long Drilled, Less Connections, RTR, Cubic Feet, Plastic Shroud / Plastic Lid (Black) Itron 60 Series Endpoint, Pit, Factory Pre-Wired, 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	20.00

13 50 EA Itron® Model 60W Pit ERT \$74.00

Item Notes: Quantity listed is an estimated annual amount.

Supplier Notes: DELIVERY: 30 days after receipt of order.

*Badger Meter will recycle Itron ERTs at \$3.75 per unit

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model Number	Please provide the Manufacturer and Model Number of the Item Bidding	Itron 60 Series Endpoint, Pit, Pig-Tail (gel-cap), 5 ft
2	Trade-in Allowance	Please provide the Unit Price Trade Allowance	0.00

Response Total: \$804,220.00



4545 W Brown Deer Road
PO Box 245016
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

July 11, 2014

VIA FEDERAL EXPRESS PRIORITY OVERNIGHT

Lincoln Water Systems
2021 North 27th Street
Lincoln, Nebraska 68503

Re: Sealed Bid – Annual Supply of Water Meters, 5/8”-2”, Bid# 14-180
Submittal Deadline: July 16, 2014 at 12:00PM

Dear Sir or Madam:

This letter is attached to and becomes a part of our bid to furnish water meters.

Payment terms are net 30 days.

Prices quoted in this bid, if awarded to Badger Meter, will remain firm for one (1) year, if acceptance is made within ninety (90) days. Prices quoted may be increased in proportion to the increase in the Producer Price Index for Totalizing fluid meters and counting devices as reported by the U.S. Department of Labor. The base index shall be the May 2014 index of 167.6. Changes in prices will be no more frequent than every 12 months if necessary.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis. Please contact our Technical Support Group (1-800-456-5023) if you require more information.

The pricing offered herein to the Lincoln Water Systems is competitive with pricing offered by Badger Meter for identical products to our most favored customers in the United States, purchasing similar volumes of such products under similar circumstances and in similar markets. Further, Badger Meter will extend bid pricing to participating agencies, providing those agencies would

Lincoln Water Systems
July 11, 2014
Page 2

qualify as Badger Meter direct customers and are not authorized accounts to a Badger Meter Distributor.

In the event that you have any questions concerning our response, I can be reached by telephone at (800) 876-3837, extension 16220, or via email at bids@badgermeter.com.

A copy of the bid tabulation, for our records, is appreciated. Electronic results can be emailed to bids@badgermeter.com.

Badger Meter appreciates this opportunity to support the metering needs of the Lincoln Water Systems.

Sincerely,
BADGER METER, INC.



Rebecca Loomans
Assistant Secretary

Enclosure

KJL

CC: Eric Foley - Account Manager, Badger Meter, Inc.

Meets Specs		<u>Technical Specifications</u>																											
		10.0 Performance and Standards																											
Yes	No	10.1 Meters shall have the following operating performance requirements:																											
		<table border="1"> <thead> <tr> <th>Meter Size</th> <th>Operating Range 98.5% - 101.5% Accuracy</th> <th>Low Flow Registration @ % Accuracy</th> <th>Max. Continuous Flow</th> </tr> </thead> <tbody> <tr> <td>5/8" x 3/4"</td> <td>0.50 - 25 gpm</td> <td>0.25 gpm @ 97.0%</td> <td>15 gpm</td> </tr> <tr> <td>3/4"</td> <td>0.75 - 35 gpm</td> <td>0.38 gpm @ 98.5%</td> <td>25 gpm</td> </tr> <tr> <td>1"</td> <td>1.25 - 70 gpm</td> <td>0.75 gpm @ 95.0%</td> <td>50 gpm</td> </tr> <tr> <td>1-1/2"</td> <td>2.50 - 120 gpm</td> <td>1.25 gpm @ 95.0%</td> <td>80 gpm</td> </tr> <tr> <td>2"</td> <td>2.50 - 170 gpm</td> <td>1.50 gpm @ 95.0%</td> <td>100 gpm</td> </tr> </tbody> </table>				Meter Size	Operating Range 98.5% - 101.5% Accuracy	Low Flow Registration @ % Accuracy	Max. Continuous Flow	5/8" x 3/4"	0.50 - 25 gpm	0.25 gpm @ 97.0%	15 gpm	3/4"	0.75 - 35 gpm	0.38 gpm @ 98.5%	25 gpm	1"	1.25 - 70 gpm	0.75 gpm @ 95.0%	50 gpm	1-1/2"	2.50 - 120 gpm	1.25 gpm @ 95.0%	80 gpm	2"	2.50 - 170 gpm	1.50 gpm @ 95.0%	100 gpm
		Meter Size	Operating Range 98.5% - 101.5% Accuracy	Low Flow Registration @ % Accuracy	Max. Continuous Flow																								
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2"	2.50 - 170 gpm	1.50 gpm @ 95.0%	100 gpm																										
Exceptions:																													
Yes	No	10.2 All meters shall comply with the latest revision of AWWA C700 for positive displacement type, magnetically driven, cold water meter.																											
		Exceptions:																											
Yes	No	10.3 Water Meters shall meet or exceed new meter accuracy standards set forth in the latest revision of AWWA Standard C700 for displacement type, magnetically driven, cold water meter.																											
		Exceptions:																											
Yes	No	10.4 All materials and components used in the manufacturer of the meters shall comply with all applicable AWWA standards and the Safe Drinking Water Act.																											
		Exceptions:																											
Yes	No	10.5 Meters shall be constructed of "No Lead" brass alloy in compliance of Federal Public Law 11-380.																											
		Exceptions:																											
Yes	No	10.6 Operating principal shall be positive displacement, nutating disk design.																											
		Exceptions:																											

Meets Specs		<u>Technical Specifications</u>
Yes	<input type="radio"/> No	10.7 Meters shall provide minimum registration of 0.1 cubic feet M120/M170 provide minimum registration of 1 cubic foot Exceptions:
<input type="radio"/> Yes	No	10.8 Meters shall be delivered complete with integral Itron® Model 60W endpoint unless separate pit type or remote type endpoints are requested. Exceptions:
<input type="radio"/> Yes	No	10.9 Itron® endpoint shall be factory programmed in accordance to LWS specifications using Itron® endpoint programming software Exceptions
Yes	<input type="radio"/> No	10.10 All test results of supplied meters shall be submitted on CD ROM. <small>Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis. Please contact our</small> Exceptions: Technical Support Group (1-800-456-5023) if you require more information.
		11.0 Meters
<input type="radio"/> Yes	No	11.1 All meters shall be supplied with two (2) sets of bar coded labels for scanning of the water meter serial number. Exceptions:
<input type="radio"/> Yes	No	11.1.1 One label shall be affixed to the case of the water meter, and the other included in the shipping container. Exceptions:
<input type="radio"/> Yes	No	11.1.2 Label shall clearly show meter test results for low, medium and high flow rates. Exceptions:
<input type="radio"/> Yes		11.2 All meters shall be supplied with one (1) bar coded test result label affixed to meter body showing low, medium and high flow test results in % of actual flow rate.
<input type="radio"/> Yes	No	11.3 Serial number shall be stamped on each casing. Exceptions:

Meets Specs		<u>Technical Specifications</u>
<input checked="" type="radio"/>	No	11.4 Water meter shall be marked as "No Lead", "NL" or other proprietary marking to indicated compliance with Federal Public Law 11-380 Exceptions:
<input checked="" type="radio"/>	No	11.5 Water meter housing bottom plate shall be constructed of "No Lead" brass alloy in compliance to Federal Public Law 11-380 and attached to meter housing using a minimum of five (5) stainless steel bolts Exceptions: The M25 has four (4) stainless steel bolts.
<input checked="" type="radio"/>	No	11.6 Water meter case shall be marked with raised characters denoting meter size, meter, model and direction of water flow. Exceptions:
<input checked="" type="radio"/>	No	11.7 Meters shall be capable of a maximum operating pressure of 150 psi without damage or leakage. Exceptions:
<input checked="" type="radio"/>	No	11.8 Metering chamber shall be constructed of corrosion resistant polymer material. Exceptions:
<input checked="" type="radio"/>	No	11.9 All other metallic meter components shall be stainless steel including disc spindle and magnet spindle. Exceptions:
<input checked="" type="radio"/>	No	11.10 Tailpiece end and service pipe end threads shall be NPT. Exceptions:
		12.0 Registers
Yes	<input checked="" type="radio"/>	12.1 Pulse type, mechanical encoder register providing minimum measurement resolution of 0.1 cubic feet per pulse. M120/M170 provide minimum registration of 1 cubic foot Exceptions:
<input checked="" type="radio"/>	No	12.2 Straight reading. Exceptions:

Meets Specs		<u>Technical Specifications</u>
<input checked="" type="radio"/> Yes	No	12.3 Permanently sealed and waterproof. Exceptions:
<input checked="" type="radio"/> Yes	No	12.4 Magnetic driven. Exceptions:
<input checked="" type="radio"/> Yes	No	12.5 Bayonet type mounting and removable without disruption to water meter. Exceptions:
<input checked="" type="radio"/> Yes	No	12.6 Unit of measure and visual register reading in cubic feet. Exceptions:
<input checked="" type="radio"/> Yes	No	12.7 Read wheels with minimum 3/16" high font for numerals with white read wheels for 100 cubic feet increments and larger, and black read wheels for ten (10) cubic feet increments and smaller. Exceptions:
<input checked="" type="radio"/> Yes	No	12.7.1 5/8", 3/4" and 1" meters shall have a total of 6 dials with a registration capacity of 999,999 cubic feet Exceptions:
<input checked="" type="radio"/> Yes	No	12.7.2 1-1/2" – 2" meters shall have a total of 7 dials for a registration capacity of 9,999,999 cubic feet. Exceptions:
<input checked="" type="radio"/> Yes	No	12.8 360° test circle with ten major divisions and ten minor divisions per major division. Exceptions:
<input checked="" type="radio"/> Yes	No	12.8.1 5/8", 3/4" and 1" meter shall have a sweep hand registration of one (1) cubic foot Exceptions:
<input checked="" type="radio"/> Yes	No	12.8.2 1-1/2" and 2" meter shall have a sweep hand registration of ten (10) cubic feet. Exceptions:

Meets Specs		<u>Technical Specifications</u>	
<input checked="" type="radio"/>	No	12.9	Leak detector dial. Exceptions:
<input checked="" type="radio"/>	No	12.10	Tamper resistant set screw for mounting. Exceptions:
<input checked="" type="radio"/>	No	12.11	Sealed and moisture proof circuitry. Exceptions:
<input checked="" type="radio"/>	No	12.12	Register factory mounted using tamper resistant seal screw unless specified by City. Exceptions:
<input checked="" type="radio"/>	No	12.13	Registers shall not be marked with meter serial number. Exceptions
		13.0	Itron® 60W Endpoint
<input checked="" type="radio"/>	No	13.1	Permanently stamped serial number on top of integral endpoint and on side of pit type endpoint Exceptions
<input checked="" type="radio"/>	No	13.2	Bar coded serial number label on top of integral endpoint and on side of pit type endpoint Exceptions
<input checked="" type="radio"/>	No	13.3	"P" designation clearly marked to indicate pulse type endpoint Exceptions
<input checked="" type="radio"/>	No	13.4	Label showing "number of dials" programming setup. Exceptions
<input checked="" type="radio"/>	No	13.5	Pit type endpoints shall be hard wired to register unless specified otherwise specified on meter order. Exceptions

Meets Specs		<u>Technical Specifications</u>
(Yes)	No	<p>13.6 Pit type endpoints shall have prewired lengths from two (2) – six (6) feet as specified on meter order.</p> <p>Exceptions</p>
		14.0 Warranties
(Yes)	No	<p>14.1 Meter housings shall be warranted to retain structural integrity for a minimum period of thirty (20) years.</p> <p>Exceptions:</p>
(Yes)	No	<p>14.2 Meter registers shall be warranted to function for a minimum period of ten (15) years following shipment.</p> <p>Exceptions:</p>
(Yes)	No	<p>14.3 Itron® ERTS shall be warranted separately by Itron® in accordance to manufacturer's normal and customary warranty period. Please provide details below or in bid proposal.</p> <p>Warranty Details: See attached Itron Indirect Sales Agreement.</p>
(Yes)	No	<p>14.4 Meters shall be warranted to retain AWWA C700-95 new meter reading accuracies in accordance to manufacturer's normal and customary warranty period. Please provide details below or in bid proposal.</p> <p>Warranty Details: See attached product warranties.</p>

Bid Item	Item Description	Est. Annual Quantities	Unit Price New Meter	Unit Price Trade Allowance	Net Unit Price w/ Trade	Estimated Net Annual Bid Amount
#	Example Meter Bid	500	\$ 50.00	\$ 6.00	\$ 44.00	\$ 22,000.00
1.	5/8" x 7-1/2" meter w/ Integral Itron® Model 60W Endpoint RCDL M25, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	600	\$ 109.00	\$ 2.75	\$ 106.25	\$ 63,750.00
2.	3/4" x 7-1/2" meter w/ Integral Itron® Model 60W Endpoint RCDL M35, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	400	\$ 118.00	\$ 3.50	\$ 114.50	\$ 45,800.00
3.	3/4" x 9" meter w/ Integral Itron® Model 60W Endpoint RCDL M35, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	3800	\$ 117.00	\$ 3.50	\$ 113.50	\$ 431,300.00
4.	1 " meter w/ Integral Itron® Model 60W Endpoint RCDL M70, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	600	\$ 165.00	\$ 6.00	\$ 159.00	\$ 95,400.00
5.	1-1/2" meter w/ Integral Itron® Model 60W Endpoint RCDL M120, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	100	\$ 320.00	\$ 13.00	\$ 307.00	\$ 30,700.00
6.	2" meter w/ Integral Itron® Model 60W Endpoint. RCDL M170, RTR, 60W-INTEGRAL Manufacturer/Model: <u>BADGER METER</u>	100	\$ 458.00	\$ 20.00	\$ 438.00	\$ 43,800.00
7.	5/8" x 7-1/2" meter w/ Itron® Model 60W Pit Endpoint RCDL M25, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	10	\$ 129.00	\$ 2.75	\$ 126.25	\$ 1,262.50

8.	3/4" x 7-1/2" meter w/ Itron® Model 60W Pit Endpoint RCDL M35, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	10	\$138.00	\$3.50	\$134.50	\$1,345.00
9.	3/4" x 9" meter w/ Itron® Model 60W Pit Endpoint RCDL M35, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	100	\$137.00	\$3.50	\$133.50	\$13,350.00
10.	1 " meter w/ Itron® Model 60W Pit Endpoint RCDL M70, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	50	\$185.00	\$ 6.00	\$179.00	\$8,950.00
11.	1-1/2" meter w/ Itron® Model 60W Pit Endpoint RCDL M120, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	50	\$340.00	\$13.00	\$327.00	\$16,350.00
12.	2" meter w/ Itron® Model 60W Pit Endpoint RCDL M170, RTR, 60W-PIT Manufacturer/Model: <u>BADGER METER</u>	50	\$478.00	\$20.00	\$458.00	\$ 22,900.00
13.	Itron® Model 60W Pit ERT	50	\$74.00		\$74.00	\$ 3,700.00
Total Estimated Net Annual Bid Amount (Bid Items 1-8)					\$ 778,607.50	



Badger Meter

Badger Meter Parts Warranty

WARRANTY COVERAGE

Badger Meter's warranty obligations are limited to the terms set forth below.

PRODUCTS COVERED

Badger Meter's warranty shall apply to parts purchased from Badger Meter for approved use in or with products sold by Badger Meter ("Parts") against defects in materials and workmanship under normal use for a period of NINETY (90) DAYS from the date of purchase by the original end-user purchaser ("Warranty Period").

PRODUCT RETURNS

Part failures must be proven and verified to the satisfaction of Badger Meter. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any asserted defect within 10 (ten) days after its discovery. If the defect arises and a valid claim is received within the Warranty Period, at its option, Badger Meter will either (1) exchange the part with a new, used or refurbished part that is at least functionally equivalent to the original part, or (2) refund the purchase price of the part.

Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product. A replacement Part assumes the remaining warranty of the original Part or ninety (90) days from the date of replacement, whichever provides longer coverage.

LIMITS OF LIABILITY

This warranty shall not apply to any Part repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Part is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to a Part exposed to conditions other than those detailed in applicable technical literature and Installation and Operation Manuals (IOM) or which have been subject to vandalism, negligence, accident, acts of God,

improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of a Part, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the part and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of the Part shall not be construed as an express warranty unless confirmed to be such, in writing, by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability.

Badger Meter's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Badger Meter's liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (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 BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Due to continuous research, Parts improvements and enhancements, Badger Meter reserves the right to change Parts specifications without notice, except to the extent an outstanding contractual obligation exists.

Badger Meter Inc.
4545 W. Brown Deer Road, P.O. Box 245036,
Milwaukee, Wisconsin 53224-9536

**ANNUAL REQUIREMENTS
FOR
WATER METERS - 5/8" TO 2"**

1. SCOPE

- 1.1 The City of Lincoln, Lincoln Water System (LWS) intends to contract for the annual supply of various sizes of water meters on an as needed basis for the Lincoln Water System.
- 1.2 LWS has a fully implemented Automatic Meter Reading (AMR) system using Itron® endpoints and Itron® MV-RS meter reading software.
- 1.3 The City intends to continue using the same or similar meter reading devices so that consistency and compatibility is maintained with respect to meter installations, meter programming, meter testing, meter reading and billing, and parts inventory.
- 1.4 Meters supplied by the contractor shall use Itron® Model 60W end point for integral and pit type end point modules; no exceptions.
- 1.5 For the purpose of establishing grade, quality, capacity, dimensions and required operating characteristics; acceptable meters supplied by the contractor shall be Badger Recordall® Disc Meters with Badger RTR.
 - 1.5.1 The City shall give every consideration to equal equipment so long as meters have the same operating characteristics, accuracy, data collection, capabilities, installation method, reading capabilities, and compatibilities with reading software.
 - 1.5.2 Bidders shall fully describe all exceptions to the Technical Specifications and explain how equality to the desired meter is achieved.

2. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 2.1 The City of Lincoln, Lincoln Water System (LWS) intends to contract for the annual supply of various sizes of water meters on an as needed basis for the Lincoln Water System.
- 2.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 2.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
 - 2.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 2.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 2.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 2.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 2.4 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents.

- 2.4 Quantities stated herein represent an estimate for the period of time stated.
 - 2.4.1 Orders shall be placed for actual requirements as needed.
- 2.5 Bidder shall bid net costs of all goods and services requested and all bids shall include transportation, FOB Destination and include inside delivery .
 - 2.5.1 Delivery for this contract shall be made to one location:
Lincoln Water Systems
2021 N. 27th St.
Lincoln, NE 68503
- 2.6 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City.
 - 2.6.1 The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

3. BID AWARD AND PAYMENT

- 3.1 Bid award shall be based on the Total Estimated Net Annual Bid Amount listed on the Bid Proposal Form.
- 3.2 Only responsive, responsible bids shall be considered.
- 3.3 Estimated Bid Quantities and the Total Estimated Net Annual Bid Amount shall not be considered as a guarantee of total annual payment to the Contractor.
- 3.4 Actual payment for purchases shall reflect unit pricing without trade allowance.
- 3.5 Trade allowances shall be credited to the City of Lincoln upon receipt of used meters by the Contractor.

4. TRADE ALLOWANCE

- 4.1 Bidder shall provide unit pricing for the trade in residual or meter allowance for scrap meters which the City will receive credit for from the Contractor.
 - 4.1.1 It is the intent of the City of Lincoln to purchase additional water meters, water meter parts, or kindred items from the contract vendor with the credits from the trade allowance.
 - 4.1.2 Bidder shall maintain a credit balance for the Lincoln Water System separately for purposes of administering this annual supply contract.

5. CONTRACT TERM

- 5.1 The term of this contract shall be for one (1) year with option to renew for three (3) additional one (1) year renewal terms.
- 5.2 Term of this agreement shall be from date of executed contract.
- 5.3 All contracts are subject to the appropriation of funds by the City.
- 5.4 The City shall notify the Contractor in writing of the intent to exercise the renewal option.
- 5.5 The contract unit prices shall remain firm for the first twelve (12) months of the contract.

6. QUALIFICATIONS OF BIDDERS

- 6.1 The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Lincoln that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
- 6.2 The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.
 - 6.2.1 The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested.
 - 6.2.2 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.
 - 6.2.2.1 Evaluation of the bidder's qualifications shall include:
 - 6.2.2.1.1 The ability, capacity, skill, and financial resources to perform the work or provide the product or services required.
 - 6.2.2.1.2 The ability of the bidder to perform the work or provide the product or services within the time specified, without delay or interference.
 - 6.2.2.1.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 6.2.2.1.4 The quality of performance of previous contracts or services.

7. ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

8. WARRANTY

- 8.1 Warranties to include replacement, parts, labor, testing, or any combination thereof.
 - 8.1.1 Replacement and reworked meters and parts replaced under the warranty program shall meet new meter accuracy and parts requirements.
- 8.2 Meter manufacturer shall offer their standard published warranties for products supplied and meeting the requirements of the Technical Specifications.
- 8.3 The Contractor shall provide a statement from Itron® warranting end point batteries meeting the requirements of the Technical Specifications.
- 8.4 Additional required warranties are stated in the Technical Specifications.

9. **KINDRED ITEMS**

- 9.1 Kindred items included in the annual supply agreement may include end points, registers, miscellaneous meter parts, material options for bottom housings, mounting hardware and piping, field programmers, meter reading data collectors, meter installation services and other necessary equipment or services for use in the City's meter replacement and maintenance program.