

CITY CLERK
ORIGINAL

C-9287
10/14/2014



ACCEPTANCE AGREEMENT

INVITATION FOR BID NO. IFB 14-36
DESCRIPTION: RESIDENTIAL WATER METERS

1. This is to notify you that on October 14, 2014, the Glendale City Council will be voting to award IFB 14-36 to your company, Badger Meter, Inc.
2. This notification constitutes an acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
3. The term of this Agreement shall be for two (2) years initial period with the option of the City and with the approval of the Contractor to extend this agreement for three (3) additional years in one (1) year increments based on satisfactory Contract performance.
4. A contract administrator shall administer the Agreement for the City. The contract administrator for the City shall be Anthony Weathersby.
5. This Agreement does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Agreement within 10 days from the date of this notice. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default. The City shall be entitled to such rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

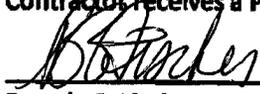
Contractor Name: BADGER METER, Inc.
Company Address: 4545 W. Brown Deer Rd
Milwaukee, WI 53223

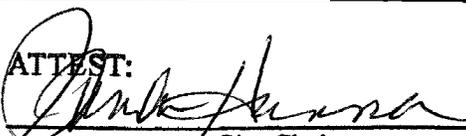
Contractor Signature: 
Printed Name and Title: Theresa M. Zsfranski/Asst Sec
Email Address: bids@badgermeter.com

ACCEPTANCE OF OFFER

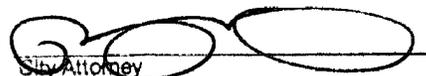
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Agreement, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this contract until Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature:
Printed Name and Title:
Date:


Brenda S. Fischer or Tim Burkeen
10/15/14

ATTEST:

City Clerk

Approved as to form


City Attorney



FINANCE DEPARTMENT/MATERIALS
MANAGEMENT

BID TABULATION SHEET

IFB NAME: RESIDENTIAL WATER METERS

IFB NO.: 14-36

DUE DATE: June 2, 2014

CONTRACT ANALYST: Elmer Garcia

HD Supply Waterworks, LTD	Badger Meter
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ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
Lot A: Water Meters				*	*		
5.1	5/8" x 3/4" Meter with Direct Read Register	6700	EACH	\$43 53	\$291,651.00	\$54 32	\$363,944.00
5.2	3/4" Meter with Direct Read Register	2100	EACH	\$64 71	\$135,891.00	\$70 07	\$147,147.00
5.3	1" Meter with Direct Read Register	6950	EACH	\$97 65	\$678,667.50	\$113 76	\$790,632.00
5.4	1-1/2" Meter with Direct Read Register	340	EACH	\$264 71	\$90,001.40	\$254 10	\$86,394.00
5.5	2" Meter with Direct Read Register	445	EACH	\$370 59	\$164,912.55	\$357 51	\$159,091.95
Sub-Total (Item 5.1 thru 5.5)					\$1,361,123.45		\$1,547,208.95

Lot B: ITRON Electronic Radio Transmitter (ERT)							
5.6	ITRON 60w ERT with In-Line Connector	2500	EACH	No Bid	No Bid	\$90 00	\$225,000.00
Sub-Total (Item 5.6)				No Bid			\$225,000.00
GRAND TOTAL					\$1,361,123.45		\$1,772,208.95

Award Determination:

Award is recommended to: Badger Meter for items 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6
 Badger Meter is determined to be responsive, responsible and is the lowest bidder in each respective category

* HD Water Supply Works LTD's offer was deemed non-responsive. Water meters offered by HD Water Supply Works, LTD were manufactured by Neptune Technology Group and have not yet undergone a three-year field test by the City



Notice of Intent to Award

July 15, 2014

IFB Number: 14-36, Residential Water Meters

Thank you for participating and submitting an offer on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed the evaluation process of the offers received. The recommended award for this solicitation is to **Badger Meter**, whose bid was determined to be the lowest responsible and responsive bid.

If you have any questions, or would like further information about the award, please contact me by on or before **July 22, 2014**

Elmer Garcia, CPPB
Contract Analyst
egarcia1@glendaleaz.com



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 14-36
DESCRIPTION: RESIDENTIAL WATER METERS
OFFER DUE DATE AND TIME: JUNE 2, 2014, AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

The City of Glendale offices will be closed on May 26, 2014 in recognition of Memorial Day. Offices will return to regular hours on May 27, 2014.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Elmer Garcia, CPPB
Contract Analyst
623-930-2866
Egarcia1@glendaleaz.com



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

CITY OF GLENDALE
Materials Management
5850 West Glendale
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 It is the intent of the City of Glendale to establish a term contract for the purchase of residential water meters and replacement parts on an “as required” basis.
- 1.1.2 The resulting agreement shall provide for all materials in this contract. Unit pricing shall include the cost of freight and any other associated direct or indirect costs, except taxes
- 1.1.3 The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City’s best interest, “all or one” offers shall be rejected.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The City has a large installed base of water meters Replacement meters and parts are needed on an “as required” basis to maintain this inventory base.
- 1.2.2 The quantities referenced on the Pricing Sheet, Section 5.0 are the City’s best estimates and are to be used for information and evaluation purposes ONLY. Estimated quantities do not obligate the City to order more than the City’s actual requirements and are subject to availability of appropriated funds
- 1.2.3 The resultant agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). The resultant agreement may include cooperative purchases from the following Arizona cities. City of Scottsdale, City of Tempe, and the City of Prescott Estimated quantities from some of the cities are included in this solicitation.
- 1.2.4 Contractor shall provide a discount off of manufacturer’s list price from current catalog or price book for the purchase of parts on an “as required” basis for all meters listed in this solicitation.
- 1.2.5 Contractor should furnish current literature (specification sheets, etc) describing each meter they propose including any manufacturer warranties, guarantees and exchange programs. Failure to comply with this requirement could result in rejection of bid entirely
- 1.2.6 The bid price is an important factor in the evaluation of this bid. In general, the most responsive, responsible bidder with the lowest price will be awarded. The City reserves

	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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the right to examine other factors such as start-up costs, cost of maintenance, guarantees, service, life expectancy, replacement costs, meter history, system compatibility and delivery.

1 2.7 On occasion, the City shall test meters received from the contracted supplier. The City reserves the right to return all meters delivered at the expense of the Contractor in the event the Contractor's inventory does not perform according to the documents set forth in this bid

1.3 TECHNICAL SPECIFICATIONS

1 3 1 Meter sizes shall be 5/8" x 3/4", 1", 1 1/2", and 2".

1 3 2 All meters shall be the positive displacement magnetic drive type conforming to the latest revision of the AWWA Standard C-700, C-800, NSF/ANSI Standard 61 Annex F & G and Federal law except as herein amended Meters shall have a permanently and hermetically "roll sealed" register reading in gallons. Register lid, register box and main case shall be of bronze lead-free Alloy composition

1.3.3 Meter main case shall be made of bronze lead-free Alloy composition The compartment that holds the register (register box) and lid shall also be made of bronze lead-free Alloy 5/8" x 3/4" and 1" meters shall have a bronze lead-free Alloy bottom plate design with stainless steel bolts enabling access to the measuring chamber after the bottom plate has been removed. Meters shall have cast on them in raised characters the size, model, NSF 61, and direction of flow. The manufacturer's serial number shall also be imprinted on the outer case of all meters.

1.3.4 The manufacturer/model numbers have been **pre-approved** for this solicitation. No other models will be accepted. They are.

- 1 3 4.1 **Badger Meter Recordall Model 25LL – 5/8" x 3/4"**
- 1 3 4.2 **Badger Meter Recordall Model 70LL – 1"**
- 1 3.4.3 **Badger Meter Recordall Model 120LL – 1 1/2"**
- 1 3 4.4 **Badger Meter Recordall Model 170LL – 2"**
- 1 3.4.5 **Badger Meter Recordall Model T160LL – 1 1/2"**
- 1 3.4.6 **Badger Meter Recordall Model T200LL – 2"**

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.3 5 Estimated annual quantities by City.

Size	Estimated Quantities		
	City of Glendale	City of Scottsdale	City of Prescott
5/8" x 3/4"	4700	1700	300
3/4"	0	2100	0
1"	3000	3750	200
1 1/2"	100	240	0
2"	100	315	30

1.4 MEASURING CHAMBERS

1.4 1 The measuring chamber shall be oscillating piston or rotating disc in design. All meters shall have an outer case with a separate measuring chamber in which the piston or disc operates

1.5 REGISTERS

1.5.1 All registers shall read in gallons. Registers shall be of magnetic drive type and shall be permanently and hermetically "roll sealed" by the manufacturer. Register lens shall be made of glass and shall resist breakage under normal working conditions. All registers shall contain standard reduction gearing for each size meter furnished enabling register interchangeability. In addition to the register sweep hand, all registers shall contain a low flow leak detector indicator. Register magnets shall have sufficient torque to assure positive drive between the piston/disc and register at all times. Registers must be secured in an acceptable tamper-proof manner. The cities may purchase one of two types of registers:

1.5.1.1 Direct Read register

1.5.1.2 Encoded register

1.6 ELECTRONIC RADIO TRANSMITTERS (ERT)

1.6 1 The cities may purchase encoded registers that successfully interface with the Itron Automated Meter Reading electronic radio transmitter (ERT) 60W series. The cable connecting the ERT in line connector and the meter shall be equipped with an adaptor. The cable shall be 5-12 feet in length for all 2" meters or smaller. For meters 3" and larger, 25 foot cable is required.



Solicitation Number: IFB 14-36
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1.7 GUARANTEES AND EXCHANGE PROGRAMS

1.7.1 Guarantees and exchange programs are a critical consideration in the overall cost of purchasing and operating a water meter. Contractor is requested to supply their current guarantees, parts list, and exchange programs for those products supplied. Guarantees and exchange programs must be part of the manufacturer's national policy and should not be unique to this bid. The following standards are the minimum acceptable by the City.

1.7.2 5/8" x 3/4", and 1" meters. AWWA new meter standards for one year. AWWA repaired meter standards for the following 14 years

1.7.3 1 1/2" and 2" meters Guaranteed for one year for materials and workmanship

1.7.4 Registers. 25 years performance.

1.8 TRAINING

1.8.1 Contractor shall provide hands-on training on meter repair and calibration within six months of award.

1.9 TESTING

1.9.1 The City of Glendale encourages the development and introduction of new products that are not currently approved for the City's water system. If the Contractor desires to introduce new meters to the City, the Contractor may, at its own expense, supply the City with a minimum of 30 sample meters to undergo a three-year field test:

- QTY: 12 – 3/4" x 5/8" meters
- QTY: 10 – 1" meters
- QTY: 2 – 1 1/2" positive displacement meters
- QTY: 2 – 2" positive displacement meters
- QTY: 2 – 1 1/2" turbine meters
- QTY: 2 – 2" turbine meters

The meters will be placed in various parts of the city water system and tested every six months. At the end of the three-year period, they will be evaluated for accuracy, wear, system compatibility, etc. and then returned to the Contractor. If it is determined that the meters perform well and is compatible with the city water system, it will be added to the list of acceptable products for the next bid

	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) original copy of the proposal response and one (1) flash drive or CD-ROM containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled “Original” and shall be single-sided.”

The Offeror shall complete all sections of the IFB in the format and spaces provided. If additional space is needed than what is given, enter “See attachment for detail.”

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 **OFFER SHEET**, Section 4.0
- 2.3.2 **PRICE SHEET**, Section 5.0
- 2.3.3 **SOLICITATION ADDENDUM**, (if applicable).
- 2.3.4 **SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS**, Section 1.0 and 3.0

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 EVALUATION CRITERIA Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

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- 2.6 **INQUIRIES** Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.
- 2.7 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall be firm for the initial term of two (2) years and include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
- The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- 2.8 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale and/or participating S.A.V.E. cooperative member.
- 2.9 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 2.10 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 2.11 **EVALUATION LITERATURE** Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.

- 2.12 INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company, policy number; liability coverage amounts, a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

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Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage

Each Occurrence	\$2,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$2,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services

Combined Single Limit (CSL)	\$1,000,000
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2.13 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.14 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 2.15 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing products and services. Such fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.16 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 2.17 ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each quotation item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 2.18 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

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- 2.19 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 2.20 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS** The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media, contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.21 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3.0

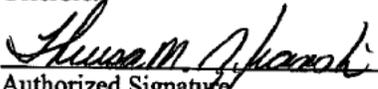
ADDITIONAL SUBMISSION REQUIREMENTS

- 3.1** Contractor shall provide three (3) references from companies for whom Contractor has provided similar products/services in the last five years. Include company name, address, phone number, email address, contract person, a description of the products/services provided.
- 3.2** Contractor is requested to supply their current guarantees, parts list, and exchange programs for those products supplied. Guarantees and exchange programs must be part of the manufacturer's national policy and should not be unique to this bid.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 Authorized Signature	Badger Meter, Inc. Company's Legal Name
Theresa M. Szafranski Printed Name Address	4545 West Brown Deer Road
Assistant Secretary Title	Milwaukee, WI 53223 City, State & Zip Code
800-876-3837 x15986 Telephone Number	bids@badgermeter.com Email Address
bids@badgermeter.com Authorized Signature Email Address	May 29, 2014 Date

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate 9.2%

Offeror certifies it is a. Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0

PRICE SHEET

LOT A: WATER METERS

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	6700	EACH	5/8" X 3/4" Meter with Direct Read Register Manufacturer: Badger Meter Product No. RDCL Model 25, lead-free bronze bottom and housing, local read, less connections	\$ 54.32	\$ 363,944.00
5.2	2100	EACH	3/4" Meter with Direct Read Register Manufacturer: Badger Meter Product No. RDCL Model 35, lead-free bronze bottom and housing, local read, less connections	\$ 70.07	\$ 147,147.00
5.3	6950	EACH	1" Meter with Direct Read Register Manufacturer: Badger Meter Product No. RDCL Model 70, lead-free bronze bottom and housing, local read, less connections	\$ 113.76	\$ 790,632.00
5.4	340	EACH	1-1/2" Meter with Direct Read Register Manufacturer: Badger Meter Product No. RDCL Model 120, lead-free bronze housing, local read, less connections	\$ 254.10	\$ 86,394.00
5.5	445	EACH	2" Meter with Direct Read Register Manufacturer: Badger Meter Product No. RDCL Model 170, lead-free bronze housing, local read, less connections	\$ 357.51	\$ 159,091.95
Sub-Total (Item 5.1 thru 5.5)					\$ 1,547,208.95

 GLENDALE	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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LOT B: ITRON Electronic Radio Transmitter (ERT)

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.6	2500	EACH	ITRON 60W ERT with In-line Connector Product No. 100W+ ERT with in-line connector	\$ 90.00	\$ 225,000.00
Sub-Total (Item 5.6)					\$ 225,000.00

Sub-Total (Item 5.1 thru 5.5)	\$ 1,547,208.95
Sub-Total (Item 5.6)	\$ 225,000.00
Grand Total (Item 5.1 thru 5.6)	\$ 1,772,208.95

5.7 TAX AMOUNT Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax %: 9.2%

5.8 DELIVERY All items shall be delivered within 30 calendar days after receipt of order (ARO).

5.9 OPTIONAL ITEMS Contractor shall provide pricing for the following parts and accessories.

ITEM NO.	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE
5.9.1	EACH	5/8" x 3/4" Meter with Encoded Register Manufacturer: Badger Meter Product No. RDCL Model 25, lead-free bronze housing and bottom with ADE encoder and 5' in-line connector cable, less connections	\$ 95.17
5.9.2	EACH	3/4" Meter with Encoded Register	



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

		Manufacturer: Badger Meter Product No. RDCL Model 35, lead-free bronze housing and bottom with ADE encoder and 5' in-line connector cable, less connections	\$ 110.92
5.9.3	EACH	1" Meter with Encoded Register Manufacturer: Badger Meter Product No. RDCL Model 70, lead-free bronze housing and bottom with ADE encoder and 5' in-line connector cable, less connections	\$ 154.61
5.9.4	EACH	1-1/2" Meter with Encoded Register Manufacturer: Badger Meter Product No. RDCL Model 120, lead-free bronze housing with ADE encoder and 5' in-line connector cable, less connections	\$ 294.95
5.9.5	EACH	2" Meter with Encoded Register Manufacturer: Badger Meter Product No. RDCL Model 170, lead-free bronze housing with ADE encoder and 5' in-line connector cable, less connections	\$ 398.36
5.9.6	EACH	Encoded Register for 5/8" x 3/4" Meter Manufacturer: Badger Meter Product No. ADE encoder with 5' in-line connector cable for Model 25	\$ 50.98
5.9.7	EACH	Encoded Register for 3/4" Meter Manufacturer: Badger Meter Product No. ADE encoder with 5' in-line connector cable for Model 35	\$ 50.98
5.9.8	EACH	Encoded Register for 1" Meter Manufacturer: Badger Meter Product No. ADE encoder with 5' in-line connector cable for Model 70	\$ 50.98
5.9.9	EACH	Encoded Register for 3" & larger Turbo Meters Manufacturer: Badger Meter Product No. ADE encoder with 25' in-line connector cable for 3" T-450 meter	\$ 70.00
5.9.10	EACH	Encoded Register for 3" & larger Compound Meters Manufacturer: Badger Meter Product No. (2) ADE encoders with 25' in-line connector cable for 3" T-450 meter	\$ 140.00
5.9.11	EACH	ITRON 60W ERT with In-Line Connector Product No. 100W+ ERT with in-line connector	\$ 90.00
5.9.12	EACH	3" Turbo Meter, Local Register Manufacturer: Badger Meter	\$ 599.06



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

		Product No. <u>RCDL T-450, lead-free bronze, local read, less connections</u>	
5.9.13	EACH	4" Turbo Meter, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-1000, lead-free bronze, local read, less connections</u>	\$ <u>953.78</u>
5.9.14	EACH	6" Turbo Meter, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-2000, lead-free bronze, local read, less connections</u>	\$ <u>2,456.12</u>
5.9.15	EACH	3" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>1,616.76</u>
5.9.16	EACH	4" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>2,563.42</u>
5.9.17	EACH	6" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>3,651.22</u>
5.9.18	EACH	Digital Totalizer, Remote Manufacturer: <u>Badger Meter</u> Product No. _____	\$ <u>no bid</u>
5.9.19	EACH	Digital Totalizer and Flow Rate Indicator Manufacturer: <u>Badger Meter</u> Product No. _____	\$ <u>no bid</u>
5.9.20	EACH	3" Turbo Meter, Integral Strainer, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-450, lead-free bronze with integral strainer, local read, less connections</u>	\$ <u>920.20</u>
5.9.21	EACH	4" Turbo Meter, Integral Strainer, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-1000, lead-free bronze with integral strainer, local read, less connections</u>	\$ <u>1,383.90</u>

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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If Contractor have current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off of manufacturer's list price and submit the catalog or price book with the offer.

Discount off of Manufacturer's List Price: 15 %

The City reserves the right to accept or reject the optional items when deemed to be in the best interest of the City. Upon acceptance by the City, the optional items, the catalog or price book and the discount % shall become part of the agreement. No alterations, modifications or updates shall be allowed to the catalog or price book without prior approval by the City.

5.10 PROCUREMENT CARD ORDERING CAPABILITY Please check the appropriate box.

Yes, I will accept payment under this contract with the Procurement Card.

No, I will not accept payment under this contract with the Procurement Card.

Company Name Badger Meter, Inc.

BADGER METER, INC.

City of Glendale, AZ
May 29, 2014

**ACKNOWLEDGEMENT OF ADDENDA
CITY OF GLENDALE
SOLICITATION NUMBER: IFB 14-36**

- To date, no addendums to the Solicitation have been received.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355 0400 | 800-876-3837
www.badgermeter.com

May 29, 2014

VIA FEDERAL EXPRESS



City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301

Re: Solicitation Number: IFB 14-36 Residential Water Meters
Submittal Due: June 2, 2014 at 2:00 p.m.

Dear Sir or Madam:

This letter is attached to and becomes a part of our bid to furnish water meters, encoders and endpoints to the City of Glendale, Arizona.

If this bid is awarded to Badger Meter and if acceptance is made by the City within ninety (90) days, the prices quoted herein will remain firm for two (2) years.

Payment terms are net thirty (30) days.

As required by Section 2.2 and 2.3 of the specifications, hardcopy of the 1) Offer Sheet, 2) Price Sheets, 3) Solicitation Addendum (if applicable) and 4) Specifications and Additional Submission Requirements are attached, along with our product literature. The enclosed CD contains the following files:

- Cover letter, delivery schedule, references, sample insurance certificate
- Offer sheet
- Price Sheet
- Solicitation Addendum - none received
- Specifications (section 1.0) and Additional Submission Requirements (section 3.0)
- Product Literature, including: warranties, product data sheets, parts lists, parts price list and FDM checklist/checklist guide for Itron endpoints

Also, as requested in the Special Terms and Conditions, 2.18, if the need arises to contact Badger Meter for emergency business services, please note the following points of contact:

- Primary: Badger Meter Technical/Customer Support: (800) 456-5023
- Secondary: Zac Cox, Badger Meter Account Manager: (414) 207-1449

Additionally, as requested in the specifications, page 5., 1.7 - Guarantees and Exchange Programs: Badger Meter local registers and chambers qualify for our component exchange program and may receive up to an additional 7% discount beyond your parts pricing.

BADGER METER, INC.

City of Glendale
Materials Management
May 29, 2014
Page | 2

Please note the following items:

- The local registers are bid with bronze alloy lids and shrouds. The registers are not in contact with the drinking water, therefore the bronze alloy is not the same lead-free bronze alloy as used in the meter housings.
- The Absolute Digital Encoder (ADE[®]) registers will be supplied with a plastic lid and plastic shroud.
- The ADE is warranted to be free from defects in materials and workmanship, appearing within the earlier of either: Ten (10) years after installation or ten (10) years and six (6) months after shipment from Badger Meter.
- To support Itron's change from Endpoint Link to Field Deployment Manager (FDM) software for programming ERTs, the attached FDM Checklist (TDC-0942-115) should be completed and submitted to Itron. If you have any questions regarding this process, please contact your Badger Meter sales representative for more information.
- Itron has announced the release of the 100W+ series water ERT for both indoor and pit applications. The 100W+ series endpoint utilizes the SCM+ message and will replace the current 100W product. Update, upgrade and/or replacement of the Utility's current Itron reading equipment and software, as well as other utility systems to support the SCM+ message, may be required and is not a part of this offer.
- Our ability to provide a factory-programmed and tested 100W/100W+ solution is dependent on receipt of and access to the Itron FDM file for the City of Glendale. All delivery lead times are also dependent upon our receipt of the appropriate FDM files for programming.
- Update, upgrade and/or replacement of the Utility's current Itron reading equipment and software, as well as other utility systems, may be required to support Itron's transition to the 100W+ series ERTs and are not a part of this offer. Please refer to Itron SCM+ documentation for specific information.
- Certification files can be provided to the City to help manage meter and endpoint inventory and to maintain meter accuracy data. Upon request, we will provide an electronic format of this data to the City's designated user. Please note that our standard method of delivery is via electronic mail, and any deviations from this format, or any custom file formats, will be considered on a time and material basis. Please contact the Badger Meter Technical Support Group (1-800-456-5023) for more information.
- Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, we reserve the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar, are at least of equal quality and performance, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

BADGER METER, INC.

City of Glendale
Materials Management
May 29, 2014
Page | 3

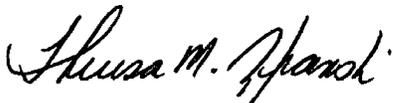
- Badger Meter will extend bid pricing to participating agencies based on similarly situated products, including exact product specifications and similar quantities, as per this bid, providing those agencies would qualify as Badger direct customers and are not authorized accounts to a Badger Distributor.
- Insurance: The cancellation clause on the certificate of insurance reflects the new ACORD standard, and we regret that our insurer cannot modify it. However, our insurer assures us that Badger Meter will receive notice of cancellation of the policies with ample time to provide the City of Glendale notification per the bid specification. Therefore, Badger Meter will comply with the bid requirement to give 10 days' advanced notice of insurance cancellation, if, for some unforeseen reason, we choose not to renew the policies at the levels required by the bid.
- Also, please note, Badger Meter has ample coverage to satisfy the City of Glendale's concerns for supply-only contracts. The following requirements are more appropriately utilized in circumstances other than a supply-only contract:
 - additional insured status;
 - primary and non-contributory language; and
 - waiver of subrogation
- We have enclosed a sample of our Certificate of Liability insurance for your review. Please be advised that this is the authorized Certificate of Insurance form currently being utilized in the insurance industry. Our insurer is obligated to use this form should Badger Meter be awarded a contract with the City.

In the event that you have any questions concerning our response, I can be reached by telephone at (800) 876-3837, extension 15896, or via email at bids@badgermeter.com.

We would appreciate a copy of the bid results for our records. For your convenience, I have enclosed a self-addressed, stamped envelope for return of the bid tabulation.

Badger Meter appreciates this opportunity to support the metering needs of the City of Glendale.

Sincerely,
BADGER METER, INC.



Theresa M. Szafranski
Assistant Secretary

TMS/rl
enclosures

cc: Zac Cox, Account Manager – Badger Meter
Alan Breese, Sales Support Manager – Badger Meter

BADGER METER, INC.

City of Glendale
 Materials Management
 May 29, 2014
 Page | 4

DELIVERY SCHEDULE

Quantity	Item No.	Description/Product	Delivery – after receipt of order (ARO)
6700	5.1	5/8" x 3/4" Meter with Direct Read Recordall Model 25 lead-free bronze housing and bottom, local read, bronze lid and shroud, less connections	up to 648 meters every 30 days ARO
2100	5.2	3/4" Meter with Direct Read - Recordall Model 35 lead-free bronze housing and bottom, local read, bronze lid and shroud, less connections	up to 216 meters every 30 days ARO
6950	5.3	1" Meter with Direct Read – Recordall Model 70 lead-free bronze housing and bottom, local read, bronze lid and shroud, less connections	up to 720 meters every 30 days ARO
340	5.4	1 1/2" Meter with Direct Read – Recordall Model 120 lead-free bronze housing, local read – bronze lid and shroud, less connections	up to 28 meters every 30 days ARO
445	5.5	2" Meter with Direct Read – Recordall Model 170 lead-free bronze housing, local read, bronze lid and shroud, less connections	up to 38 meters every 30 days ARO
2500	5.6	Itron water endpoint, 100W+ *	up to 216 endpoints every 30 days ARO
tbd	5.9.1	5/8" x 3/4" Meter with encoder register Recordall Model 25 lead-free bronze housing and bottom, Absolute Digital Encoder (ADE®), 5' lead with in-line connector less connections	up to 648 meters every 30 days ARO
tbd	5.9.2	3/4" Meter with encoder register Recordall Model 35 lead-free bronze housing and bottom, ADE, 5' lead with in-line connector, less connections	up to 216 meters every 30 days ARO
tbd	5.9.3	1" Meter with encoder register Recordall Model 70 lead-free bronze housing and bottom, ADE, 5' lead with in-line connector, less connections	up to 720 meters every 30 days ARO
tbd	5.9.4	1 1/2" Meter with encoder register Recordall Model 120 lead-free bronze housing, ADE, 5' lead with in-line connector, less connections	up to 28 meters every 30 days ARO
tbd	5.9.5	2" Meter with encoder register Recordall Model 170 lead-free bronze housing, ADE, 5' lead with in-line connector, less connections	up to 38 meters every 30 days ARO
tbd	5.9.6	Encoded Register for 5/8" x 3/4" meter ADE, 5' lead with in-line connector for Model 25	up to 120 registers every 30 days ARO
tbd	5.9.7	Encoded Register for 3/4" meter ADE, 5' lead with in-line connector for Model 35	up to 120 registers every 30 days ARO

BADGER METER, INC.

City of Glendale
 Materials Management
 May 29, 2014
 Page | 5

tbd	5.9.8	Encoded Register for 1" meter ADE, 5' lead with in-line connector for Model 70	up to 120 registers every 30 days ARO
tbd	5.9.9	Encoded Register for 3" and larger turbo meters ADE, 25' lead with in-line connector for turbo series meters	up to 120 registers every 30 days ARO
tbd	5.9.10	Encoded Register for 3" and larger compound meters (2) ADEs w/ 25' leads with in-line connector for compound series meters	up to 120 registers every 30 days ARO
tbd	5.9.11	Itron water endpoint, 100W+ *	up to 216 endpoints every 30 days ARO
tbd	5.9.12	3" Turbo, local register Turbo Series T-450, lead-free bronze, local read, bronze lid/shroud, less connections	up to 12 meters every 30 days ARO
tbd	5.9.13	4" Turbo, local register Turbo Series T-1000, lead-free bronze, local read, bronze lid/shroud, less connections	up to 6 meters every 30 days ARO
tbd	5.9.14	6" Turbo, local register Turbo Series T-2000, lead-free bronze, local read, bronze lid/shroud, less connections	up to 2 meters every 30 days ARO
tbd	5.9.15	3" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 6 meters every 30 days ARO
tbd	5.9.16	4" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 4 meters every 30 days ARO
tbd	5.9.17	6" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 4 meters every 30 days ARO
tbd	5.9.18	no bid	no bid
tbd	5.9.19	no bid	no bid
tbd	5.9.20	3" Turbo Meter, Integral Strainer, Local Register Turbo Series T-450 with integral strainer, lead-free bronze, local read, bronze lid/shroud, less connections	up to 12 meters every 30 days ARO
tbd	5.9.21	4" Turbo Meter, Integral Strainer, Local Register Turbo Series T-450 with integral strainer, lead-free bronze, local read, bronze lid/shroud, less connections	up to 6 meters every 30 days ARO

*delivery lead times are dependent upon our receipt of the appropriate FDM files for programming.



Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

REFERENCES

BADGER METER CUSTOMERS PURCHASING SIMILAR PRODUCTS/SERVICES AS BID HEREIN IN THE LAST FIVE YEARS

Customer Information	Customer Contact Information	Description of Products/Services Provided
City of Scottsdale Water Operations 9312 N. 94 th Street Scottsdale, AZ 85258	Dave Petty, Water Resources Administrator email: dpetty@scottsdaleaz.gov phone: (480) 312-5650	Recordall meters, sizes 5/8", 3/4", 1", 1 1/2" & 2" with Absolute Digital Encoders (ADE®)
City of Phoenix Water Services Department 138 E. Union Hills Drive 10255 N. 23 rd Avenue Phoenix, AZ 85024	Ed Perez, Water Customer Services Administrator email: ed.perez@phoenix.gov phone: (602) 262-6379	Recordall meters, sizes 5/8" through 6" with ADEs
City of Yuma Utilities Department 155 West 14 th Street Yuma, AZ 85364	Christie Egan, Meter Services Coordinator email: Christie.egan@yumaaz.gov phone: (928) 373-4603	Recordall meters, sizes 5/8" through 6" with Recordall Transmitter Registers (RTR®) and ORION® transmitters

