

**CITY OF WOONSOCKET
WATER METERS AND FIXED NETWORK AMI SYSTEM
BID #6182**

ADDENDUM 2

TO ALL CONTRACTORS ESTIMATING:

Bidders are hereby informed that plans and specifications for the above-mentioned contract are modified, corrected, and/or supplemented as follows and **Addendum No. 2** becomes part of the Contract Documents and consists of Items **1 through 9**.

SPECIFICATIONS

- 1) Change Pre-Bid Conference and Bid Opening Dates to December 12, 2023 and January 9, 2024, respectively, as detailed below:
 - a) 00020 – Request For Proposals
 - **DELETE** 00020 – Request For Proposals in its entirety and **REPLACE** with a new 00020 Request For Proposals provided in Attachment A.
 - b) 00200 – Instructions for Proposers
 - **DELETE** 00200 – Instructions for Proposers in its entirety and **REPLACE** with a new 00200 – Instructions for Proposers provided in Attachment A.
- 2) 00310 – Price Proposal Form
 - a) **DELETE** 00310 Price Proposal Form in its entirety and **REPLACE** with a new 00310 Price Proposal Form provided in Attachment A.
- 3) 01025 – Measurement and Payment
 - a) **DELETE** 01025 Measurement and Payment in its entirety and **REPLACE** with new 01025 Measurement and Payment provided in Attachment A

QUESTIONS

- 4) Q1: Section 01025-3 Item D-3 - Please provide required spec and quantity for the personal computers.

A1: It is desired to have one (1) Panasonic Tough Book laptop (or approved equal) and three (3) desktop computers. The bid shall include an allowance of \$10,000 for the furnishing of the 4 computers.

- 5) Q2: Section 15200-21 Item 2.6a - Is the customer portal an option or is it required to submit a price?

A2: The customer portal is an option and should not be included in the base price. However, please include the price as Add Alternates 2 and 3, which is included in the specification updates noted above.

- 6) Q2: Please confirm the following are required as part of the contract.

- a) Labor to install AMI Network (collectors) is required.
- b) Labor to install optional Distribution Side Automated Leak Detection System is required.

A2: Correct. These items should be priced as Furnish and Install. The pay items have been modified in the specification updates note above.

7) Q2: Please provide contact information for Opal billing software company.

A2: The Billing software is Vision 2.0 with the latest upgrade to Opal. Woonsocket will be changing billing software to Edmunds, with a plan to go live by July 2024.

8) Q2: In order to provide an accurate installation price of the collectors, can the sites be visit by the contractor no later than December 4th. If the site visit is not possible, can you please provide answers to the questions below.

- a) Location of electrical source and distance to bottom box location.
- b) Is there and existing cable path to top of tower and is it within reach of the climbing path.
- c) Is climbing path equipped with safety climb cable the entire route from ground to antenna mounting location.
- d) What is the antenna mounting location.
- e) Restrictions on access.
- f) Will winter conditions be expected.

A2: Tank site visits can be conducted for those interested after the pre-bid meeting on December 12.

9) Q2: We are requesting a 2 week extension to the bid date so we can provide a complete and detailed response.

A2: A 3 week extension has been provided. See revised specifications sections noted above.

END OF ADDENDUM NO. 2

ATTACHMENT A



**CITY OF WOONSOCKET, RHODE ISLAND
REQUEST FOR PROPOSALS FOR:**

“WATER METERS AND FIXED NETWORK AMI” – BID #6182

For the Woonsocket Water Division

The City of Woonsocket, Rhode Island is seeking proposals for the purchase of water meters and procurement of a fixed network radio frequency (RF) advanced metering infrastructure (AMI) system with hardware and applicable software to replace their existing meters and mobile RF meter reading system. This contract includes the supply of approximately 9,450 meters ranging in size from 5/8-inch to 2-inch, complete with encoder registers and RF modules. Also included is the furnishing and installation of the AMI system. Installation of meters and associated hardware will be performed under a separate contract, anticipated to be advertised subsequent to the award of this Contract.

Separate sealed Proposal packages, including two (2) copies of both the Price Proposal and Technical Proposal, shall be received until **2:00 p.m. on January 9, 2024**, at the Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 at which time, Price Proposals will be opened and publicly read aloud.

Price Proposal and Technical Proposal must be enclosed in separate, opaque envelopes addressed to “Purchasing Agent, Office of Purchasing, City of Woonsocket, P.O. Box B, Woonsocket, Rhode Island 02895” bearing the name and address of the Proposer. All submitted materials must use the forms where provided in the Contract Documents. The Proposer’s Price Proposal submission shall be clearly marked with Price Proposal for Water Meters and Fixed Network AMI System, Bid No. 6182. The Technical Proposal submission shall be clearly marked with Technical Proposal for Water Meters and Fixed Network AMI System, Bid No. 6182.

Bid Security in the form identified within the Instructions for Proposers, and in the amount of five (5) percent of the total Price Proposal amount, must accompany each Price Proposal.

Contract Documents may be requested via email from the Engineer, Pare Corporation, to the attention of Peter Georgetti, P.E., (pgeorgetti@parecorp.com) beginning **November 7, 2023**. Plan holders and prospective bidders shall identify a single point of contact that will be responsible for receiving all correspondence relating to this solicitation. The City will not be held responsible for correspondence, including addenda, issued by the City or their representatives, that is not received by respondents. Contract Documents will not be mailed. Only General Contract Bidders may obtain Contract Documents.

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Prospective Proposers are encouraged to attend a Pre-Bid Conference on **December 12, 2023, at 1:00 pm**. The Pre-Bid Conference will be held at the **Woonsocket Water Treatment Facility, 300 Jillson Avenue, Woonsocket, RI 02895**. The conference will be followed by a site walk of the tank sites.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 a minimum of seventy-two (72) hours in advance of the acceptance of Proposals.

Proposers on this work will be required to comply with the President's Executive Order Number 11246 entitled "Equal Employment" as amended by Executive Order 11875 and amendments or supplements to that Executive Order and as supplemented in the Department of Labor Regulations (41 CER part 80). The requirements for bidders and contractors under this order are explained in the Instruction to Bidders.

This project is being funded in part by the Rhode Island Drinking Water State Revolving Fund loan. As such, all work under this Contract is subject to the prevailing wage rates of the State of Rhode Island and the Davis Bacon Regulations, in accordance with RIGL 37-13-1. Rhode Island Certified Prevailing Wage Daily Logs will be required to be filled out daily and maintained onsite throughout the course of the project. Certified payrolls will be required to be submitted for all work under this contract. The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

All Bidders must comply with the State of Rhode Island requirements regarding the participation of minority/women's business enterprises (MBE/WBE's) or DBE in the performance of this contract. The successful bidder will be required to include in their bid documents for subcontractors and MBE/WBE's "Fair Share" percentage which totals at least 10 percent (10%) of the dollar value of the entire procurement or project.

This project is subject to the American Iron and Steel requirements of P.L. 113-76, the Consolidated Appropriations Act of 2014.

The successful Proposer must furnish a Performance and a Labor and Material Payment Bond, in the specific formats as attached herein, both for the full value of the Proposal Price, along with all required insurance certificates, within fifteen (15) calendar days after the award date in order to execute a Contract.

No Proposer may withdraw his Proposal within ninety (90) days following the closing time for receipt of Proposals.

The City of Woonsocket reserves the right to reject any and all Proposals or parts thereof, to waive any irregularity in the Proposals received, and to accept the proposal or part thereof to be most favorable to the best interest of the City.

Finance Director

END OF SECTION

PART 1 - SUMMARY

1.1 DOCUMENT INCLUDES

A. Invitation

1. Receipt and Opening of Proposals
2. Intent
3. Work Identified in the Contract Documents
4. Contract Period and Term of Agreement
5. Telegraphic Modification
6. Obligations of the Bidder
7. Prices

B. Bid Documents and Contract Documents

1. Definitions
2. Contract Documents Identification
3. Availability
4. Examination
5. Addenda and Interpretations
6. Product/System Substitutions
7. Delivery

C. Site Assessment

1. Site Examination
2. Pre-Proposal Conference

D. Qualifications

1. Qualifications of the Bidder
2. Subcontractors/Suppliers/Others

E. Bid Submission

1. Preparation of Price Proposal
2. Submission of Proposals

F. Bid Enclosures/Requirements

1. Bid Security
2. Agreement to Bond
3. Performance Bond and Labor and Material Payment Bond
4. Insurance
5. Proposal Requirements
6. Price Proposal Form Signature
7. Prevailing Wage Rates
8. Tax Exemption

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- 9. Labor Regulations
- 10. Additional Bid Information

- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Withdraw of Bids
 - 3. Acceptance of Offer

- H. Laws, Ordinances and Codes

- I. Time of Completion and Liquidated Damages

- J. Permits

PART 2 - INVITATION

2.1 RECEIPT AND OPENING OF PROPOSALS

- A. Proposal Packages will be accepted and time stamped upon receipt in the Finance Department, Office of Purchasing, City of Woonsocket, 169 Main Street, Woonsocket, RI 02895 until the time indicated on the attached Request for Proposals, for the commodities, equipment, or services listed in the Specifications. Price Proposals will be opened and publicly read aloud at the time and date identified in the advertisement.

- B. Each Proposal Package shall consist of the following:
 - 1. Two copies of Technical Proposal in a sealed envelope labeled “Technical Proposal for Water Meters and Fixed Network AMI System - 2023”. Technical Proposal package shall include the forms and enclosures described in Section 00410.
 - 2. Two copies of Price Proposal in a sealed envelope labeled “Price Proposal for Water Meters and Fixed Network AMI System - 2023”. Price Proposal package shall include completed Price Proposal Form as well as Bid Bond and any required forms and enclosures described in Section 00400.
 - 3. A physical sample of the proposed meter.

- C. Any Proposal received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by Owner or the Engineer that such non-arrival before the time set for opening was due solely to delay in the mails for which the Proposer is not responsible. Conditional or qualified bids will not be accepted.

2.2 INTENT

- A. The intent of this Request for Proposals (RFP) is to solicit Price Proposals and Technical Proposals for the purchase of water meters and procurement of fixed network radio frequency (RF) advanced metering infrastructure (AMI) system software and hardware to replace the City’s existing RF meter reading system.

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2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Scope: The scope of this project includes, but is not limited to, furnishing and supplying water meters of various size up to 2-inches, as specified; furnishing and supplying encoders/registers; furnishing and supplying RF modules; conducting a propagation study to determine required number of data collection units (DCUs) and repeaters; and furnishing, supplying, and installing applicable AMI system hardware and software as required for a fully functional and operational meter reading system. The project does not include the installation of furnished meters. It is the City's intent to procure those services under a separate Invitation to Bid.
- B. Project Location: City of Woonsocket, Rhode Island.
- C. The Owner hereby reserves the right, at any time, or from time to time, to order additions, deletions, or revisions in the work to be authorized through a written amendment (change order), which shall be subject to the provisions in General Conditions - Article 10.

2.4 CONTRACT PERIOD AND TERM OF AGREEMENT

- A. The overall contract period is eight hundred (800) calendar days from date set in the Notice to Proceed (excluding the technical support services requested by Owner). Substantial completion shall be seven hundred forty (740) days following the Notice to Proceed, and final completion shall be eight hundred (800) calendar days from the Notice to Proceed.

2.5 TELEGRAPHIC MODIFICATION

- A. Telephonic, telegraphic, or oral submissions, amendments, or withdrawals will not be accepted.

2.6 OBLIGATIONS OF THE PROPOSER

- A. At the time of opening of Proposals, each Proposer will be presumed to have inspected the Specifications and Contract Documents (including all Addenda), which have been issued to Proposer by email or other means. The failure or omission of any Proposer to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any Proposer from any obligation with respect to his Proposal.
- B. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the Proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Owner, the Proposal will receive careful consideration.

2.7 PRICES

- A. Proposers shall state the proposed price in the manner as designated in the Price Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

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- B. Proposers agree that the price in this Proposal shall be irrevocable for ninety (90) days, or until the Proposal is awarded by the City of Woonsocket. After award by the City of Woonsocket, said prices shall then remain firm for the duration of the Contract.

PART 3 - BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Contract Documents: Defined in EJCDC 1910-8 Article 1, including issued Addenda.
- B. Proposer: Entity submitting a proposal in response to this Request for Proposals.
- C. Price Proposal: Monetary sum identified by the Proposer in the Price Proposal Form.
- D. Owner: City of Woonsocket
- E. Engineer: Pare Corporation

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified by the project title, “Water Meters and Fixed Network AMI System - 2023”, as prepared by the Engineer, Pare Corporation located at 8 Blackstone Valley Place, Lincoln, RI. Contract Documents will be comprised of the Price Proposals and Technical Proposals requested by this solicitation.

3.3 AVAILABILITY

- A. Additional copies of Contract Documents may be requested via email from the Engineer to the attention of Peter Georgetti, P.E. (pgeorgetti@parecorp.com) on or after **November 7, 2023**
- B. Contract Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.4 EXAMINATION

- A. Contract Documents may be viewed at the office of the Engineer.
- B. Upon receipt of Contract Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Contract Documents.

3.5 ADDENDA AND INTERPRETATIONS

- A. No interpretation on the meaning of the Contract Documents will be made to any Proposer orally. Every request for such interpretations should be in writing, addressed to Pare Corporation, 8 Blackstone Valley Place, Lincoln, RI 02865, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Price Proposals. Requests for interpretation shall be made to the attention

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of Peter Georgetti, P.E. (pgeorgetti@parecorp.com).

- B. Email transmissions will be accepted; however, respondents are solely responsible to verify that requests for interpretations made by email are received by the Engineer (pgeorgetti@parecorp.com).
- C. Any and all interpretations, and supplemental instructions, which, if issued, will be emailed to all prospective Proposers (at the respective address furnished by the Proposer for such purpose), not later than forty-eight (48) hours prior to the date fixed for the opening of Proposals (unless such addenda postpones the opening of Proposals). Failure of Proposer to receive any such addendum or interpretations shall not relieve any Proposer from obligation under this Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

3.6 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Contract Documents stipulate a particular Product, substitutions will be considered by the Engineer in advance of opening of Proposals if requested up to ten (10) days before receipt of Proposals.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. When a request to substitute a Product is made, the Engineer may approve the substitution and will issue an Addendum to known Proposers.
- D. In submission of substitutions to products specified, Proposers shall include in their Proposal, any changes required in the Work and changes to Contract Time and Contract Price to accommodate such substitutions. A later claim by the Proposer for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.
- E. Product substitutions may also be submitted by proposer as part of their Technical Proposal. These substitutions will be evaluated by Owner and Engineer. These Contract Documents are not intended to view one qualified, responsive proposer more favorably over another, but Proposer is made aware that there is no guarantee that such product substitutions will be found acceptable by Owner. The Owner intends to make an award that they perceive to be in the City's best interest based on the selection criteria identified in these Contract Documents.

3.7 DELIVERY

- A. All Purchases related to this Proposal are to be delivered FOB to the City of Woonsocket, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling, or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify Owner twenty-four (24) hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful Proposer. The Owner will not make payment on damaged goods. Damaged goods must be replaced or adjustments made at the option of the Owner. The Owner shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

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- B. Proposed price as indicated on the Price Proposal Form is to include the cost of uncrating and setting in place where noted.
- C. Proposed price as indicated on the Price Proposal Form is to include installation where noted.
- D. It is the Owner's intent to accept multiple deliveries of meters over the length of this contract. The Owner does not have a suitable location to store all meters to be used for this project. The selected proposer will deliver all equipment required by this contract to a location within the Woonsocket Water Division that is designated by the City following award. The selected proposer shall be required to offload equipment and store it at the designated location where it shall remain until it is installed. Deliveries shall be coordinated with the City in advance so that personnel from the Woonsocket Water Division can be made available for such deliveries. Unloading and storing of equipment shall be in such a way that facilitates access by the meter installation contractor that the City anticipates contracting with under a separate bid. Deliveries shall be made in accordance with the scheduling requirements provided in the Contract Documents unless alternate arrangements are made between the City and the successful proposer following contract award.

PART 4 - SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. Not applicable.

4.2 PRE-PROPOSAL CONFERENCE

- A. A Pre-Proposal Conference has been scheduled **for 1:00 pm on December 12, 2023.** The Pre-Proposal Conference will be held at the **Woonsocket Water Treatment Facility, 300 Jillson Avenue, in Woonsocket.** The Pre-Proposal Conference is not mandatory. The conference will be followed by a site walk of the tank sites.
- B. All general Proposers and major subcontractors are invited.
- C. Representatives of the Owner and Engineer will be in attendance.
- D. Information relevant to the Contract Documents will be recorded in an Addendum, if applicable, and issued to all known Contract Document recipients.

PART 5 - QUALIFICATIONS

5.1 QUALIFICATIONS OF PROPOSER

- A. The Owner may make such investigations as deemed necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish to Owner all such information and data for this purpose as Owner may request, including required forms and questionnaires as part of their Technical Proposal submission.
- B. The Owner reserves the right to reject any Proposal if the evidence submitted by, or

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investigation of, such Proposer fails to satisfy the Owner or the Engineer that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner or Engineer reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to Article 6.06 of EJCDC General Conditions.

PART 6 – PROPOSAL SUBMISSION

6.1 PREPARATION OF PRICE PROPOSAL

- A. Each Price Proposal must be submitted on the prescribed form and submitted in duplicate. All blank spaces for prices must be filled in ink or typewritten, both in words and figures. All Proposals must be prepared in conformity with, and shall be based on and submitted subject to, all requirements of the Contract Documents together with all Addenda thereto.
- B. Erasures or other changes must be explained or noted over the signature of the Proposer.
- C. Each Proposal must be submitted in sealed envelopes, clearly labeled in accordance with the requirements stipulated in these Contract Documents, so as to guard against opening prior to the time set therefore.
- D. Supplemental information, drawings, warranties, literature and material to be provided with the Proposal shall be on the Proposer's own form.

6.2 SUBMISSION OF PROPOSALS

- A. Envelopes containing Proposals must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895 and must be marked with the name and address of the Proposer in the lower left hand corner.
- B. Any Proposer may withdraw his Proposal by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments, or withdrawals will not be accepted.
- C. Unless otherwise specified, no Proposal may be withdrawn for a period of ninety days (90) from the time of opening of Proposals.
- D. Negligence on the part of the Proposer in preparing the Proposal confers no rights for the withdrawal of the Proposal after it has been opened.
- E. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

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- F. It is not intended for the technical requirements included in these specifications to exclude any Proposer that can meet the overall intent of the Project. Deviations from these specifications, including where references to requirements that “must” or “shall” be met are listed, will be considered except where minimum evaluation criteria has been identified. Any deviation from the Contract Documents **MUST BE NOTED IN WRITING AND CLEARLY INDICATED AS PART OF THE TECHNICAL PROPOSAL**. The Proposer shall clearly indicate how the Proposal will deviate from Specifications, yet meet or exceed the intent of the project, in order for Proposal to be considered.

PART 7 - BID ENCLOSURES/REQUIREMENTS

7.1 BID SECURITY

- A. Each Price Proposal must be accompanied by Bid security (security deposit) in the form of a Bid Bond, payable to the City of Woonsocket, in the amount of five percent (5%) of the total amount Bid. Bid security of the successful Proposer will be retained by the Owner until Bid requirements are met or forfeited to the Owner upon Proposer's failure to perform contract obligations.
- B. Any successful Proposer withdrawing his Proposal package subsequent to opening of Proposals shall forfeit his Bid deposit.
- C. Include the cost of Bid Security under the Base Bid in the Price Proposal.
- D. Bid Bonds shall remain valid and in force for the entire Bid eligibility period (i.e., ninety [90] days from opening of Proposals).

7.2 AGREEMENT TO BOND

- A. Submit with the Proposal all surety requirements, provisions, and enclosures.

7.3 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The successful Proposer will be required to furnish Owner with a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the City of Woonsocket.
- B. The failure of the successful Proposer to supply the required Bonds within a time specified or within such extended period as the City of Woonsocket may grant based upon reasons determined sufficient by Owner, shall constitute a default, and the City of Woonsocket may award the contract to another Proposer or re-advertise for Proposals.

7.4 INSURANCE

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the City of Woonsocket.

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- B. The Contractor shall also indemnify and save harmless the City of Woonsocket against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Proposal.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to the City of Woonsocket. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as a supplement to the Price Proposal per Section 00400 and as specified in accordance with these Contract Documents. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by Owner.
- D. The Contractor shall secure, pay for, and maintain insurance as necessary to protect himself/herself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.
- E. The Contractor shall require a similar insurance in the above amounts to be taken out and maintained by each subcontractor. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons employed either directly or indirectly by them, as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Woonsocket.

7.5 PROPOSAL REQUIREMENTS

- A. Complete all requested information on the Price Proposal and Technical Proposal forms and provide all required attachments.

7.6 PRICE PROPOSAL FORM SIGNATURE

- A. The Price Proposal Form shall be signed by the Proposer, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Proposal is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Price Proposal Form in the sealed Price Proposal.
 - 4. Joint Venture: Each party of the joint venture shall execute the Price Proposal Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

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7.7 PREVAILING WAGE RATES

- A. Prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (see R.I.G.L. § 37-13-1 et seq. as amended) when labor is involved. The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Proposers shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustment of rates.
- B. In addition to adherence to the provisions of State Labor Laws, Contractors must also comply with all aspects of the Davis Bacon Act, which requires Contractors and Subcontractors performing construction, alteration, and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 to pay their laborers and mechanics no less than the prevailing wage and fringe benefits for the geographic location.

7.8 TAX EXEMPTION

- A. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the Proposer when preparing and submitting their Proposal.
- B. Rhode Island Sales Tax: The City of Woonsocket is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.
- C. Federal Excise Taxes: The City of Woonsocket is exempt from the payment of any excise or federal transportation taxes. Prices submitted must be exclusive of taxes and will be so construed.

7.9 LABOR REGULATIONS

- A. The following paragraphs regarding labor regulations shall be included and become part of these Contract Documents:
 - 1. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS).
 - 2. The successful Proposer will be required to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
 - 3. The successful Proposer will be required to comply with the Safety and Health Regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
 - 4. The successful Proposer will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- B. Proposers must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

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- C. Additional labor requirements, such as prevailing wage requirements and minority and woman-owned business participation, are stipulated in the Contract Documents.

7.10 ADDITIONAL BID INFORMATION

- A. The Owner requires that Proposers complete the required forms enclosed herein and submit them as part of their sealed Price Proposal or sealed Technical Proposal, as applicable. Failure to comply with these stipulations will be grounds for disallowing Proposals at the Owner's sole discretion.

PART 8 - OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Proposals shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the RFP closing date.

8.2 WITHDRAWAL OF PROPOSALS

- A. Proposals may be withdrawn personally or by written request at any time prior to the time specified for the opening. Proposals may be modified in the same manner. Negligence on the part of the Proposer in preparing the Proposal confers no right of withdrawal or modification of his Proposal after such Proposal has been opened.

8.3 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, a written Bid Acceptance, letter of Contract Award, and Notice to Proceed will be issued to the successful Proposer.

PART 9 - LAWS, ORDINANCES, AND CODES

- A. All applicable Federal and State Laws, Ordinances, and Codes of the City of Woonsocket and Regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.
- B. Owner will not award the Contract to any Proposer who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the City of Woonsocket, or the laws of the State of Rhode Island. If the successful Proposer is a corporation NOT authorized to do business in the State of Rhode Island, it shall qualify to do business in the State of Rhode Island, immediately after the award of the contract.
- C. The successful Proposer must provide proof of liability and worker's compensation insurance coverage in the aggregate minimum amount as specified herein. Such proof of insurance must specify Owner as additionally insured and as certificate holder.

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PART 10 - TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The Bidder must agree to commence Work on or before the date specified in the written Notice to Proceed of the Owner, and to substantially and fully complete the Project within the timeframes established herein. The Bidder must agree also to pay as liquidated damages, the sum of \$1,000.00 a day for no fault of City excessive delay of project beyond the completion date established in the Contract.

PART 11 - PERMITS

- A. Not applicable

END OF SECTION

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SECTION 00310

PRICE PROPOSAL FORM

To: City of Woonsocket – Finance Department
169 Main Street
P.O. Box B
Woonsocket, Rhode Island 02895

Project: Woonsocket Water Division
Water Meters and Fixed Network AMI System - 2023
November 2023
Pare Project No. 15028.02
Woonsocket Bid No. 6040

Date: _____

Submitted by:
(full name) _____

(full address) _____

1.00 OFFER

Base Cost Proposal

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, Information for Bidders, and the Contract Documents as a whole as prepared by Pare Corporation, Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work reflected by the Price Proposal (Bid Item Nos. 1 – 9) for the Price of:

\$ _____

(Figures) _____

(Total price in words) dollars, in lawful money of the United States of America.

The Owner hereby reserves the right to reject any or all bids and to select the bid that best serves the interest of the City of Woonsocket.

Attention is called to information contained in Section 01025 - Measurement and Payment, for information concerning Price Proposal Form Items.

We have included herewith, the required security deposit, Bid Bond, as required by the Instruction to Bidders in an amount equal to 5% of the total Price Proposal.

2.00 EXPERIENCE/SUBMITTALS

- A. The Owner intends on awarding a Contract based on their assessment of Proposals and determination of the most advantageous Proposal package that in the opinion of the City, provides the best value based solely on their judgement of Price Proposals and Technical Proposals. This will include evaluation of submitted Technical Proposals, Price Proposals, and

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supplemental information requested by Owner and/or included by Proposer. Requirements for Price Proposal attachments and Technical Proposal components are described in Instructions for Proposers.

- B. Technical Proposals will be evaluated in accordance with the criteria set forth in Section 00410.
- C. The Owner may make such additional investigations as deemed necessary to determine the ability of the Proposer to perform the Work, and the Proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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3.00 UNIT PRICES

PRICE PROPOSAL FORM

NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|------|-------------|------|----------|------------|------------|
|------|-------------|------|----------|------------|------------|

| | | | | | |
|----|---------------------------------|----|---|-------|-------|
| 1. | Mobilization and Demobilization | LS | 1 | _____ | _____ |
|----|---------------------------------|----|---|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | | |
|----|---|----|-------|-------|-------|
| 2. | Furnish 5/8-inch Non-Displacement Water Meter and RF Module | EA | 8,834 | _____ | _____ |
|----|---|----|-------|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | | |
|----|---|----|-----|-------|-------|
| 3. | Furnish 1-inch Non-Displacement Water Meter and RF Module | EA | 407 | _____ | _____ |
|----|---|----|-----|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | | |
|----|---|----|----|-------|-------|
| 4. | Furnish 1.5-inch Non-Displacement Water Meter and RF Module | EA | 68 | _____ | _____ |
|----|---|----|----|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | | |
|----|---|----|-----|-------|-------|
| 5. | Furnish 2-inch Non-Displacement Water Meter and RF Module | EA | 139 | _____ | _____ |
|----|---|----|-----|-------|-------|

TOTAL PRICE IN WORDS: _____

PRICE PROPOSAL FORM

| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL COST |
|------|---|------|----------|------------|------------|
| 6. | Furnish and Install Fixed Network Base Station, Collectors, and Communication Equipment for Complete and Operational System | LS | 1 | | |

| | | | | | |
|----|---|----|---|-------|-------|
| 7. | Furnish and Install Software/Hardware Components for Complete and Operational Fixed Network AMI System | LS | 1 | _____ | _____ |
|----|---|----|---|-------|-------|

| | | | | | |
|----|---|----|---|-------|-------|
| 8. | Owner Staff Training for Fixed Network AMI System | LS | 1 | _____ | _____ |
|----|---|----|---|-------|-------|

| | | | | | |
|----|---------------------------------------|----|---|-------|-------|
| 9. | Annual Operation and Maintenance Cost | LS | 1 | _____ | _____ |
|----|---------------------------------------|----|---|-------|-------|

Dollars

Note: This total amount, above, shall match precisely the "Total Contract Price" for the Price Proposal on Page 1 of the Price Proposal Form.

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| | | | | |
|--|----|---|-------|-------|
| 10. Add Alternate 1-Furnish and Install Distribution Side Automated Leak Detection System | LS | 1 | _____ | _____ |
|--|----|---|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | |
|--|----|---|-------|-------|
| 11. Add Alternate 2-Furnish and Install Customer Web Portal | LS | 1 | _____ | _____ |
|--|----|---|-------|-------|

TOTAL PRICE IN WORDS: _____

| | | | | |
|---|----|---|-------|-------|
| 12. Add Alternate 3-Customer Web Portal Annual Operation and Maintenance Cost | LS | 1 | _____ | _____ |
|---|----|---|-------|-------|

TOTAL PRICE IN WORDS: _____

4.00 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Proposal closing date.

If this Proposal is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within fifteen (15) days of receipt of Notice of Award.

Furnish the required bonds within fifteen (15) days of receipt of Notice of Award in the form described in Information to Proposers.

Commence work within fifteen (15) days after written Notice to Proceed.

If this Proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Proposal and the Proposal upon which the Contract is signed.

In the event our Proposal is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Proposers; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5.00 CONTRACT TIME

If this Proposal is accepted, the Proposer hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within 740 calendar days.

**CITY OF WOONSOCKET
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6.00 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Price Proposal.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7.00 APPENDICES

Proposers shall submit the following, which shall become an integral part of the Proposal package.

1. Submit Documents 00400 - Supplements to Price Proposal Form in accordance with the procedure stipulated in Instructions for Proposers.
2. Submit Documents 00410 – Technical Proposal forms, in accordance with the procedure stipulated in Instructions for Proposers.

8.00 PRICE PROPOSAL FORM SIGNATURE(S)

The Corporate Seal of

(Proposer - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer

Title)

(Seal)

(Authorized signing officer

Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

PART 1 – GENERAL

1.1 EXTENT OF WORK

- A. Measurement. The quantities to be measured under the various items in the Price Proposal will be those quantities of work completed in accordance with the Contract Documents. The methods of measurement will be as stated hereinafter for the individual items.
- B. Prices. The unit or lump sum prices for all items in the schedule of prices shall be full compensation for the work of the Contractor specified and shall include the cost of furnishing all materials, labor, tools and equipment and all work and expense incidental to and necessary to complete the work in accordance with the Contract Documents.

1.2 WORK NOT PAID FOR SEPARATELY

- A. Bonds. Payment for bonds required by the contract is included in the prices bid for the various items of work on the Price Proposal Form and no separate payment will be made thereof.
- B. Certifications. Payment for testing and certifications performed to ensure materials comply with the requirements of these Contract Documents shall not be paid for separately and are incidental to the individual items of work listed on the Price Proposal form.

1.3 BID ITEMS

- A. Appurtenant items of work specified which are required to complete the work but are not listed separately under the various applicable bid items of work, shall have no separate payment for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.
- B. The Owner reserves the right to remove select bid items and to increase or decrease the unit quantity of bid items. The successful proposer is made aware that the unit price so stated on the Price Proposal form constitutes full compensation for that item, regardless of any increase or decrease in the unit quantity of that bid item. There is no guarantee of any minimum or maximum quantity for any bid item. Standards of the industry (e.g. renegotiation of the bid price due to a 25% increase or decrease in the unit quantity of the bid item) shall not be enforceable under this contract. Renegotiation of bid prices is solely at the discretion of the Owner.

1.4 MEASUREMENT

- A. The measurement of all quantities of items listed on the Price Proposal Form shall be done by the Contractor. The measurement will include proper and complete documentation of all items to the satisfaction of the Owner and Engineer prior to the submission for payment. The measurement submitted shall be in the same unit description listed on the Price Proposal Form.

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1.5 PAYMENT

- A. Payments shall be made to the Contractor only after proper documentation of the unit quantity provided or percentage of work completed, and in accordance with the contract terms and conditions regarding payment.
- B. Payment for bid items shall include full compensation for all incidentals required for the complete installation of the completed product.
- C. Payment shall be made only for that work which is performed within the pay limits as defined by these specifications. No payment shall be made for work beyond these limits unless the work has been authorized by the Owner in writing.

1.6 PARTIAL PAYMENT FOR PRODUCTS

- A. There shall be no partial payment for products delivered but not installed, where installation is required under this Contract.

1.7 EXTRA WORK

- A. Extra work, if any, shall be performed and paid for in accordance with the Contract Agreement.

1.8 BASE PRICE PROPOSAL - ITEM DESCRIPTIONS

- A. Item 1, Mobilization and Demobilization
 - 1. The Work of this section shall be measured as specified at the Lump Sum price provided on the Price Proposal Form. The payable quantity will be for the preparatory work and operations which must be performed or for costs which must be incurred prior to beginning work, as well as costs associated with bonds and other “up-front” costs incurred by the Contractor. This includes costs associated with completing a propagation study, expended prior to contract award, for determining the number and location of data collection units required.
 - 2. The payment for work associated with mobilization and demobilization shall be a Lump Sum Price as provided on the Price Proposal Form for Item No. 1. Payment will be limited to 75% of the lump sum amount of this item until the work is complete and the contractor has completely demobilized. No more than 50% of the lump sum amount of this item shall be paid for in the Contractor’s first pay application. The lump sum price bid for this item shall not exceed 5 percent of the total of all items, excluding this item.
- B. Items 2 – 5, Furnish Non-Displacement Water Meters
 - 1. The Work of this section shall be measured as specified at the Unit Price for each meter furnished to the City of the various sizes provided for on the Price Proposal Form. The payable quantity will be for each complete meter assembly, inclusive of the meter, encoder, radio frequency (RF) module, and all other appurtenances required for a functional meter assembly.
 - 2. Meters furnished under Bid Items 2 – 5 shall be in accordance with the requirements of applicable AWWA standards. Fluidic-oscillator type meter, if proposed, shall meet the requirements of AWWA C713 and all applicable NSF standards.

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3. It is the Owner's intent to accept multiple deliveries of meters over the length of this contract. The Owner does not have a suitable location to store all meters to be used for this project. The Owner will coordinate with the selected proposer to establish a delivery schedule and frequency. The proposer shall base their unit prices assuming approximately equal monthly deliveries of meters for a 24-month period.
 4. The payment for work, equipment, and materials associated with furnishing water meters shall be at the Unit Prices provided for Item Nos. 2 – 5.
- C. Item 6, Furnish and Install Fixed Network Base Station, Collectors, and Communication Equipment for Complete and Operational System
1. The Work of this section shall be measured as specified at the Lump Sum price for the furnishing of all necessary components of a fixed network AMI system, including base station, collectors, communication equipment, and all other appurtenances meeting the requirements of these Specifications and Technical Proposal submitted by Contractor.
 2. The payment for work associated with this item shall be at the Lump Sum price provided on the Price Proposal Form.
- D. Item 7, Furnish and Install Software/Hardware Components for Complete and Operational Fixed Network AMI System
1. The Work of this section shall be measured as specified at the Lump Sum price for the furnishing of all necessary software and hardware components for a complete and operational fixed network AMI system, meeting the requirements of these Specifications and Technical Proposal submitted by Contractor. The system shall function over a cloud-based, Software-as-a-Service (SaaS) network.
 2. This item shall include the furnishing of user licenses for AMI system software to the Owner.
 3. This item shall include the furnishing of four (4) new personal computers and providing licenses for four (4) system users.
 4. The payment for work associated with this item shall be at the Lump Sum price provided on the Price Proposal Form.
- E. Item 8, Owner Staff Training for Fixed Network AMI System
1. The Work of this section shall be measured as specified at the Lump Sum price for providing necessary training to Owner's staff for the proper use and operation of AMI system in accordance with Section 15200 of these Specifications. Successful Proposer shall develop a detailed training plan for review and approval by Owner and Engineer. Proposers shall assume attendance by up to four (4) of Owner's staff at a total of four (4), 2-hour workshops. This is in addition to pre-implementation meetings conducted by the successful Proposer.
 2. The payment for work associated with this item shall be at the Lump Sum price provided on the Price Proposal Form.
- F. Item 9, Support Services
1. The Work of this section shall be measured as specified at the Lump Sum price for providing on-call, 24/7 technical support to Owner for the duration of this contract plus 1 year following the date of Substantial Completion.

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2. A toll-free telephone Help Desk shall be available between the hours of 8:00 AM and 6:00 PM Eastern Standard Time with after-hours telephone numbers made available as necessary. The Help Desk services shall include: fixed network RF AMR system device troubleshooting; software/operation troubleshooting; equipment returns and repair customer support; and loaner equipment processing support. Help Desk must maintain a four (4) hour acknowledgement of issue with a 24-hour maximum resolution time for standard issues.
 3. The payment for work associated with this item shall be at the Lump Sum price provided on the Price Proposal Form.
- G. Item 10, Add Alternate 1 - Furnish and Install Distribution Side Automated Leak Detection System
1. The work of this section will be measured on a percentage basis for the installation of a Distribution Side Automated Leak Detection System as described in the Bidders response to Technical Question 39 on page 8 of "Technical Questionnaire Supplement 00410B" and/or as directed by the Engineer.
 2. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
- H. Item 11, Add Alternate 2 - Furnish and Install Customer Web Portal
1. The work of this section will be measured on a percentage basis for the furnishing and installation of a Customer Web Portal as described in section 15200 2.6 or as directed by the Engineer.
 2. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
- I. Item 12, Add Alternate 3 - Customer Web Portal Annual Operation and Maintenance Cost
1. The Work of this section shall be measured as specified at the Lump Sum price for providing the operation and maintenance of the Customer Web Portal as described in section 15200 2.6 or as directed by the Engineer for the duration of this contract plus 1 year following the date of Substantial Completion.
 2. The payment for work associated with this item shall be at the Lump Sum price provided on the Price Proposal Form.

END OF SECTION