



Badger Meter

4548 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-0536
414-355-0400 | 800-876-3837
www.badgermeter.com

March 24, 2017

VIA UPLOAD TO JEFFPARISHBIDS.NET

Jefferson Parish
Department of Purchasing
General Government Bldg.
200 Derbigny Street – Suite 4400
Gretna, LA 70053

**Re: Sealed Bid No. 50-00119308 -
Due: March 28, 2017, 11:00 AM**

Dear Sir or Madam:

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

Payment terms are net 30 days.

Prices quoted in this bid, if awarded to Badger Meter, will remain firm through September 27, 2017, if acceptance is made within sixty (60) days.

Please note the following:

- Warranty dates are based on date of shipment. The date of shipment is our measure to determine the start of the warranty period based on the serial numbers of the products. Our warranties do include an additional six (6) months along with the initial warranty period to allow for installation of the product.
- New Product Solutions: Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

In the event that you have any questions concerning our response, I can be reached by telephone at (800) 876-3837, extension 15710, or via email at bids@badgermeter.com.

Badger Meter appreciates this opportunity to support the metering needs of Jefferson Parish.

Sincerely,
BADGER METER, INC.

Kelly M. Barthel
Assistant Secretary

enclosure

KMB/rl

CC: *Angie Phillips – Badger Meter, Inc.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies of Wisconsin, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	1-414-443-0000 CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):												
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td>NAIC # 25674</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td>25682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC # 25674	INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 48837444** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		Y660 268J2023 TIL 17	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Y810 268J2035 TIL 17	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			YSMCUP268J2047-TIL-17	01/01/17	01/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	YDTBEUB 2F79770 6 17 (WI)	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Worker Compensation			YEUB 4F20116 1 17 (IL)	01/01/17	01/01/18	Ea.Acc/EaEE/PolLim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 50-116113 / Resolution No. 126991

The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insured on General Liability.

CERTIFICATE HOLDER

The Parish of Jefferson, its District, Department & Agencies under the direction of the Parish President & the Parish Council
 1221 Elmwood Park Blvd., Suite 802
 Attn: Engineering Department
 Jefferson, LA 70123

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE: 3/21/2017

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00119308

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: CGASPER

Bids will be received until 11:00 AM, 3/28/2017 via fax: 504-364-2693 or via online at www.jeffparishbids.net.

This site is free for all Jefferson Parish vendors. For additional information on registration or use of this free site, please see the text box highlighting electronic procurement.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

PROTESTS: Only those vendors that submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office as appropriate and a written response will be provided as soon as possible.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year warranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

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1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached "insurance requirements" sheet. All bidders must comply with the instructions in this sheet. Failure to comply will cause bid to be rejected.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 3/21/2017

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00119308

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: CGASPER

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work is to be done in a workman-like manner, according to standard practices. Any deviations or alterations from the specifications must be indicated and backup documentation supplied with your quotation.

DELIVERY: FOB JEFFERSON PARISH	
INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES	<u>15 business days ARO</u>
INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK	_____
INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK	_____

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
NUMBER: _____
NUMBER: _____
NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) N/A

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: <u>Badger Meter, Inc.</u>	
SIGNATURE: (Must be signed here) <u>Kelly Barthel</u>	TITLE: <u>Assistant Secretary</u>
PRINT OR TYPE NAME: <u>Kelly Barthel</u>	
ADDRESS: <u>4545 West Brown Deer Road</u>	
CITY, STATE: <u>Milwaukee, WI</u>	ZIP: <u>53223</u>
TELEPHONE: <u>(800) 876-3837 x15710</u>	FAX: <u>(414) 371-5981</u>
EMAIL ADDRESS: <u>bids@badgermeter.com</u>	

TOTAL PRICE OF ALL BID ITEMS: \$ 1,726.28

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00119308

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	2.00	EA	BADGER, PORTABLE SMALL METER TESTERS MODEL PSMT 0010 BADGER-PORTABLE SMALL METER TESTER (GALLONS)--PART NUMBER 64343-001 MODEL PSMT WATER DEPT.-WB WATER PLANT-DOUG PERTUIT	\$845.75	\$1,691.50
2	1.00	ONLY	0020 SHIPPING PLEASE DELIVER TO: JEFFERSON PARISH WB WATER PLANT 4500 WESTBANK EXPRESSWAY MARRERO, LA 70072 ATTN: DOUG PERTUIT 504-349-5088	\$ 34.78	\$ 34.78

Portable Small Meter Tester

Model PSMT

DESCRIPTION

The Model PSMT Portable Meter Tester is designed for field testing of meters 1/2" to 1". Tests may be performed without removing the meter from service using a hose connection downstream of the meter. Additionally, adapters are provided for testing meters that have been removed from service.

Through routine testing of meters in service, change-out programs may be developed to aid in ensuring that the installed base of meters is providing accurate measurement to maximize revenue. Additionally, the PSMT may be used to demonstrate meter accuracy during customer inspections.

Construction

The PSMT is a self-contained portable test meter with all control valves, hose connections, fittings, and pressure gauges permanently installed in a rugged, weatherproof plastic portable case. The case is built to MIL-C-4150J specifications for long service life in harsh field conditions. The case may be closed and locked while the tester is in service in the event long-term evaluations are needed.

Accessories included with the tester allow various testing connections for a variety of meter sizes:

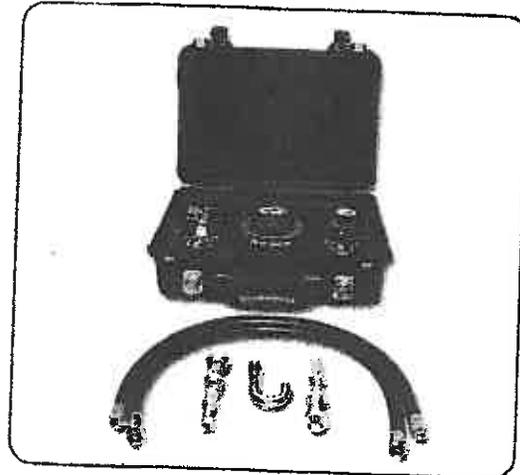
- A 2" pressure gauge
- Two 3/4" x 39" reinforced flexible hoses
- Fittings for connection to 1/2", 5/8", 3/4" and 1" meters
- A test ring to allow starting all tests at zero
- Complete operating instructions laminated to the case cover

Internal Piping

All internal fittings are soldered brass or copper, except plastic tubing for pressure gauge. Connection to the test meter is made using standard meter connection fittings. The 2" pressure gauge provides visual indication of water system pressure. The inlet control valve is a quick acting one-quarter turn ball valve installed upstream of the meter for accurate test starts and stops. The outlet globe valve—located downstream from the meter—allows reliable flow rate adjustment.

Field Connections

External connection to the tester is made using standard 3/4" male hose connections located on the exterior of the case. Two 3/4" x 39" rugged reinforced flexible hoses are provided for field connection of the PSMT.



SPECIFICATIONS

Operating Range	0.25... 25 gpm (1.0... 95 lpm)
Overall Accuracy	100% ± 1.5%
Maximum Operating Temperature	105° F (40° C)
Maximum Operating Pressure	100 psi (6.3 bar)
Register Type	Sealed magnetic drive
Units of Measure	Gallons, cubic feet or cubic meters
Test Resolution	0.1 gallons, 0.01 cubic feet, 0.01 cubic meters using a register test ring
Meter Size Test Capacity	1/2", 5/8", 3/8" x 3/4", 3/4" and 1"
Connections	3/4" x 39" reinforced flexible hose

MATERIALS

Meter	Nutating disc engineering thermoplastic
Case	Weatherproof, high-impact structural copolymer
Overall Size	18-1/2" x 14-1/16" x 6-1/16" (470 mm x 357 mm x 154 mm)
Total Weight	10 lb (4.5 kg)

STANDARD INSURANCE REQUIREMENTS – BIDS UNDER \$30k

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. However, if a bidder has on file with the Purchasing Department a current (valid) insurance certificate that fulfills the requirements in this document, then this will be accepted as evidence of same. Otherwise, failure to submit a current (valid) insurance certificate with bid submission or if no current (valid) insurance certificate is on file, then the bid will be rejected. Final certificates shall name the **Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni
Parish President

Brenda J. Campos
Director

CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages. NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

Other Changes Continued:

- Effective June 1, 2017, bidders may no longer send bid responses via facsimile, as some bid solicitations may provide. Vendors responding to bid solicitations may only submit via USPS, courier service, hand delivery or via online by registering free of charge at www.jeffparishbids.net. For more information, please contact the Purchasing Department or visit jeffparish.net.
- Affidavits (Non-Public Works Affidavit or Public Works Affidavit) – as you are aware, bidders are required to submit affidavits pursuant to LA public bid law and Jefferson Parish Code of Ordinances. Bidders must read each bid package to ensure compliance. Effective August 1, 2016, **affidavits are required with bid submission**. While copies are acceptable to include with bid submission, original affidavits are required upon contract execution. Original affidavits are encouraged with bid submission.
- Current W9 Forms and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must continue producing final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.

For more information, please call Jefferson Parish Purchasing at 504-364-2678.



Badger Meter

Portable Small Meter Tester

PRODUCTS COVERED

This warranty shall apply to all Badger Meter Portable Small Meter Testers, and the electronic displays used with these meters (collectively "Product"), sold on or after March 30, 2016. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter, Inc. ("Badger Meter") warrants Product to be free from defects in materials and workmanship appearing within one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature, or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

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

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

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

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www.badgermeter.com

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Badger Meter

Portable Small Meter Tester

Model PSMT

DESCRIPTION

The Model PSMT Portable Meter Tester is designed for field testing of meters 1/2" to 1". Tests may be performed without removing the meter from service using a hose connection downstream of the meter. Additionally, adapters are provided for testing meters that have been removed from service.

Through routine testing of meters in service, change-out programs may be developed to aid in ensuring that the installed base of meters is providing accurate measurement to maximize revenue. Additionally, the PSMT may be used to demonstrate meter accuracy during customer inspections.

Construction

The PSMT is a self-contained portable test meter with all control valves, hose connections, fittings, and pressure gauges permanently installed in a rugged, weatherproof plastic portable case. The case is built to MIL-C-4150J specifications for long service life in harsh field conditions. The case may be closed and locked while the tester is in service in the event long-term evaluations are needed.

Accessories included with the tester allow various testing connections for a variety of meter sizes:

- A 2" pressure gauge
- Two 3/4" x 39" reinforced flexible hoses
- Fittings for connection to 1/2", 5/8", 3/4" and 1" meters
- A test ring to allow starting all tests at zero
- Complete operating instructions laminated to the case cover

Internal Piping

All internal fittings are soldered brass or copper, except plastic tubing for pressure gauge. Connection to the test meter is made using standard meter connection fittings. The 2" pressure gauge provides visual indication of water system pressure. The inlet control valve is a quick acting one-quarter turn ball valve installed upstream of the meter for accurate test starts and stops. The outlet globe valve—located downstream from the meter—allows reliable flow rate adjustment.

Field Connections

External connection to the tester is made using standard 3/4" male hose connections located on the exterior of the case. Two 3/4" x 39" rugged reinforced flexible hoses are provided for field connection of the PSMT.



SPECIFICATIONS

Operating Range	0.25... 25 gpm (1.0...95 lpm)
Overall Accuracy	100% ± 1.5%
Maximum Operating Temperature	105° F (40° C)
Maximum Operating Pressure	100 psi (6.3 bar)
Register Type	Sealed magnetic drive
Units of Measure	Gallons, cubic feet or cubic meters
Test Resolution	0.1 gallons, 0.01 cubic feet, 0.01 cubic meters using a register test ring
Meter Size Test Capacity	1/2", 5/8", 5/8" x 3/4", 3/4" and 1"
Connections	3/4" x 39" reinforced flexible hose

MATERIALS

Meter	Nutating disc engineering thermoplastic
Case	Weatherproof, high-impact structural copolymer
Overall Size	18-1/2" x 14-1/16" x 6-1/16" (470 mm x 357 mm x 154 mm)
Total Weight	10 lb (4.5 kg)

Making Water Visible®

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