

## FY25-073 **HST Utility Inc. Supplier Response**

## **Event Information**

Number:

FY25-073

Title:

FY25-073 Large Water Meter Replacement & Installation Project –

Utilities Department

Type:

Request For Proposal

Issue Date: 7/14/2025

Deadline:

8/14/2025 05:00 PM (CT)

Notes:

Vendors are strongly encouraged to attend the Pre-Bid Meeting which will be held on Friday, July 25, 2025 at 2:00 PM located at

**Utilities Administration Building located at 5816 Daugherty** 

Avenue, Laredo, Texas 78041.

Vendors/contractors submitting hand-delivered bids to the City Secretary's Office on the due date must allow sufficient time for check-in at the City Hall reception desk. The City is not responsible for any delays caused by the check-in process. Bids will not be accepted after the specified deadline, regardless of circumstances. Please plan accordingly to ensure timely

submission.

The City of Laredo reserves the right to reject any and all bids, and to waive

any minc. .. regularities.

Bid forms can be downloaded and printed through Cit-E-Bid. \*\*\*\*\*Mailed Proposals (i.e. USPS, FedEx, UPS), telegraphic, or facsimile proposals will not be considered. \*\*\*\*\*\*\*

## **Contact Information**

Contact: Enrique Aldape III
Address: Purchasing Division

Public Works Service Center

5512 Thomas Avenue Laredo, TX 78041

Phone:

956 (794) 1733

Fax:

956 (790) 1805

Email:

ealdape@ci.laredo.tx.us

## **HST Utility Inc. Information**

Contact:

Matt Sadowski

Address:

7901 4th St N Ste 300

Saint Petersburg, FL 33702-4399

Phone:

(800) 899-4858

Email:

msadowski@hstutility.com

Web Address: www.hstutility.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Matt Sadowski

msadowski@hstutility.com

Signature

Email

Submitted at 8/12/2025 12:09:24 PM (CT)

## **Response Attachments**

### Bidder Information Questionnaire - HST Utility.pdf

Bidder Information Questionnaire - HST Utility

## Section 1 Contractor's Profile & Qualifications - HST Utility.pdf

Section 1 Contractor's Profile & Qualifications

### Conflict of Interest Questionnaire-Revised 1-1-2021.pdf

Conflict of Interest Questionnaire

## **Discretionary Contracts Disclosure - HST Utility.pdf**

Discretionary Contracts Disclosure - HST Utility

#### W9 - HST Utility, Inc - 2025-1.pdf

W9 - HST Utility, Inc.

#### City of Laredo, TX Submittal - HST Utility, Inc.docx

HST Utility Submittal including resumes, W9, insurance, etc.

### Section II Price Schedule - HST Utility.pdf

Price Schedule - HST Utility Signed.

#### Non-Collusive Affidavit Form.pdf

Non-Collusive Affidavit - HST Utility

#### **Bid Attributes**

### 1 | Questionnaire Description

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this bid the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

## 2 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid

HST Utility, Inc. and Matt Sadowski, 754-283-2147

#### 3 State how long under has the business been in its present business name

Florida - 2023

## 4 If applicable, list all other names under which the Business identified above operated in the last five years

n/a

### 5 State if the Company is a certified minority business enterprise

The below information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company.

#### 6 Questions Part 1

1) Is any litigation pending against the Business? 2) Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? 3) Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or other wise disqualified from bidding, proposing or contracting? 4) Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? 5) Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of default or in lieu of declaring the Business at default?

No to all.

#### 7 Questions Part 2

1) Is the Business in arrears in any contract or debt? 2) Has the Business been a defaulter, as a principal, surety, or otherwise? 3) Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or any other reason?

No to all.

## 8 State if the Company is a certified minority business enterprise

This company is not a certified minority business

#### 9 Conflict of Interest Disclosure

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor. The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict forms.htm. The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of Conflicts of Interest Questionnaire (Form CIQ) include: 1. Mayor 2. Council Members 3. City Manager 4. Members of the Fire Fighters and Police Officers Civil Service Commission. 5. Members of the Planning and Zoning Commission. 6. Members of the Board of Adjustments 7. Members of the Building Standards Board 8. Parks & Leisure Advisory Committee Member, 9. Historic District Land Board Member, 10. Ethics Commission Board Member, 11. The Board of Commissioners of the Laredo Housing Authority 12. The Executive Director of the Laredo Housing Authority 13. Any other City of Laredo decision making board member If additional information is needed please contact Enrique Aldape III, Interim Purchasing Agent at 956-794-1733.

1	Conflict	t of I	nterest	Quest	io	nna	aire	Form	CI	Q
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For vendor or other person doing business with local governmental entity. This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

#### 1 Conflict of Interest Questionnaire

Vendor is required to submit Conflict of Interest Form for bid to be considered complete. Have you submitted your completed Conflict of Interest Form with your response?

Yes

### 1 Disclosure Form

For details on use of this form, see Section 4.01 of the City's Ethics Code.

1 This is a

New Submission

Question 1. Name of person submitting this disclosure form

Please include First Name, Middle Initial, Last Name and Suffix (if applicable)

Matt K Sadowski

## 1 Question 2. Contract Information

Please include the following: a)Contract or Project Name b)Originating Department

FY25-073 Large Water Meter Replacement & Installation Project – Utilities Department

1 Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract)

HST Utility, Inc.

Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3.

Not Applicable

1 Question 4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or entity listed in Question 3

If you selected Not Applicable on Question 4, skip this section. If it applies to you, please list the name of partner, parent, or subsidiary business entity(ies) in this section.

n/a

1 Question 5. List any individuals or entities that will be subcontractors on this contract

Not Applicable

## 2 | Question 5. List any individuals or entities that will be subcontractors on this contract

If you selected Not Applicable on Question 5, please skip this section. If it applies to you, please list subcontractors in this section.

No response

## 2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

Not Applicable

## 2 Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract

If selected Not Applicable on question 6, please skip this section. If it applies to you, please list attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

No response

## Question 7. Disclosure of political contributions

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections. a) Any individual seeking contract with the city (Question 3) b) Any owner of officer of entity seeking contract with the city (Question 3) c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4) d) Any subcontractor or owner/office of subcontracting entity for the contract (Question 5) e) The spouse of any individual listed in response to (a) through (d) above f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

Not Applicable

## Question 7. Disclosure of political contributions

If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.

No response

## 2 Updates on contributions required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contracts identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

#### 2 Question 8. Disclosure of Conflict of Interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict of interest

#### 8. Disclosure of Conflict of Interest

If you selected I am aware of conflict of interest is question 8, please list them in this section.

No response

## Question 9. Updates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

☑ I have read and understand this section.

## Question 10. No Contact with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact shall take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

☑ I have read and understand this section

### Question 11. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office the of City Secretary.

☑ I have acknowledge that I have been advised

#### 3 Question 11. Oath

Please complete in this section the required information for your company: 1) Name 2) Title 3) Company or DBA 4) Date

Matt Sadowski, Sales Account Manager, HST Utility, Inc., 8/11/2025

#### 3 Question 12. Oath

I swear or affirm that the statements contained in this Discretionary Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

✓ I swear or affirm information is correct

## 3 Company Information Questionnaire

✓ I have completed this section

### 3 | Conflict of Interest Questionnaire

✓ I have completed this section

#### Non-Collusive Affidavit

I have completed and included this form

#### 3 Discretionary Contracts Disclosure

✓ I have completed this section

#### Certificate of Interested Parties (Form 1295)

In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the State of Texas website, please use this link provided. https://www.ethics.state.tx.us/tec/1295-Info.htm. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252,908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. Filing Process: Staring on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site starting on January 1, 2016. Additional Information: HB 1295 Certificate of Interested Parties (Form 1295) New Chapter 46. Ethics Commission Rules: 46.1. Application 46.3. Definitions 46.5. Disclosure of Interested Parties Form In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

☑ I will comply with this form

## Insurance Terms and Conditions

#### INSURANCE REQUIREMENTS

If and when applicable or required by the contract, the successful bidder(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times throughout the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate) and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurence limit.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- (d) Professional Liability, Errors & Omissions coverage, with minimum limits of \$1,000,000 per claim/ \$2,000,000 annual aggregate. This coverage must be maintained for at least two years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of the contract.
- (e) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the

Contractor. It is the responsibility—the Contractor to assure compliance with—is provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

- (f) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (g) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (h) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
  - 2. Shall specifically set forth the notice-of-cancellation or termination provisions to The City of Laredo.
- (i) Upon request, Contractor shall furnish The City of Laredo with certified copies of all insurance policies.
- (i) Certificates of insurance are always subject to review and approval from the City of Laredo Risk Management.
- (k) Specialty certificates and licenses must be inspected and verified for accuracy and validity before award of contract.
- (I) Awarded vendor is required to maintain current and active all: certifications, licenses, permits and/or insurance coverages, required to perform work, throughout the duration of this project/contract.

#### **NON-CONSTRUCTION BIDS:**

#### Insurance Requirements

The successful bidder(s) shall furnish the City with a Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (b) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.
- (c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.

- (d) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.
- (e) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement.
- (f) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
  - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, and all liability policies.
  - 4. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 5. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 6. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 8. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 9. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (g) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.
- (h) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.

#### **CONSTRUCTION BIDS:**

#### **INSURANCE REQUIREMENTS**

When required and specified in the City of Laredo bid specifications, the successful bidder(s) shall furnish the City with Certificate of Insurance herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (i) Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage for products/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. An alternative would be to have separate limits for all lines of General Liability coverage for each project.
- (j) Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

- (k) Commercial Automobile Liabin, insurance at minimum combined single linus of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non- owned, and hired car coverage.
- (I) Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. The independent subcontractor performing onsite labor will extend completed operations to additional insured parties.
- (m) A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards, and contractual liability.
- (n) With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - 1. The City of Laredo shall be named as a primary and non-contributory additional insured with respect to General Liability and Automobile Liability. The additional insured for General Liability shall include operations and completed operations. Completed operation are to be kept in force for a period of 10 years.
  - 2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - 3. A waiver of subrogation in favor of the City of Laredo shall be contained in the Workers compensation, Builders Risk, and all liability policies. 13. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Laredo of any material change in the insurance coverage.
  - 4. All insurance policies shall be endorsed to the effect that The City of Laredo will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
  - 5. All insurance policies, which name The City of Laredo as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - 6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
  - 7. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Laredo.
  - 8. Insurance must be purchased from insurers that are financially acceptable to the City of Laredo. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance.
- (o) All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
  - 1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
  - 2. Certificates of insurance shall be accompanied by a copy of each required endorsement including the notice of cancellation or termination provisions to the City of Laredo for each required type of insurance.
- (p) Upon receipt of a verified claim and at the request of the City of Laredo, Contractor shall furnish The City of Laredo with certified copies of all required insurance policies.
- ☑ I agree my insurance meets minumum requirements

## 3 Disqualification & Debarment Certification

**DISQUALIFICATION & DEBARMENT CERTIFICATION** By submitting this request for bids, proposal or statement of qualifications, the firm certifies that it is not currently debarred or eligible for debarment from the City of Laredo pursuant to **Ordinance No. 2017-O-098**, and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas. The City will further verify debarment status through use of the federal website SAM.gov. The contract parties are further prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension."

By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify it eligibility to receive Federal funds and, when requested by the City, to furnish a copy of the certification. Additionally, in accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract. S.B. 252 (V. Taylor/S. Davis) is a bill relating to government contracts with terrorists. The bill provides that: (1) a governmental entity, including a city, may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under the bill.

☑ I certify to the terms and conditions

Page 12 of 20 pages Vendor: HST Utility Inc. FY25-073

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#### **Contract Requirements**

- **1.CODE OF ETHICS ORDINANCE** Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics (Ordinance, as amended). Vendors may be required to participate in Code of Ethics trainings.
- 1.2 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Formal Bid, Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is awarded. The City of Laredo reserves the right to contact respondents and may require such contact as part of the evaluation process (for presentation, clarification) of bids and/or negotiation of RFP submittal(s) prior to the award of contract. If contact is required, such contact will be done in accordance with provisions of Chapter 252 and 271 of the Texas Local Government Code and procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.
- 1.3 NON-COLLUSIVE AFFIDAVIT (Form can be downloaded and submitted through Cit-E-Bid system) The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.
- 1.4 CONTRACT DISCLOSURE FORMS (This is submitted through Cit-E-Bid system) The City of Laredo requires the following forms to be completed as a part of this bid for consideration; 1. Company Information Questionnaire, 2. Signed Price Schedule, 3. Conflict of Interest Questionnaire, 4. Non-Collusive Affidavit 5. Discretionary Contracts Disclosure 6. Certificate of Interested Parties (Form 1295) \*\*Upon Award of RFP Only\*\* 1.5 CONFLICT OF INTEREST FORMS (This is submitted through Cit-E-Bid system) Conflict of Interest Disclosure: A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.
- 1.6 TEXAS ETHICS COMMISSION (Form 1295, Form can be downloaded and submitted through Cit-E-Bid system) Certificate of Interested Parties (Form 1295) Implementation of House Bill 1295: In an effort to comply with state law the certificate of interested parties must be filled out once a vendor has been granted a contract. All of this information can be found on the state of Texas website, please use this link provided, <a href="https://www.ethics.state.tx.us/tec/1295-Info.htm">https://www.ethics.state.tx.us/tec/1295-Info.htm</a> In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. In order to comply with state law the Certificate of Interested Parties (Form 1295) must be submitted to the Texas Ethics Commission within 10 days upon receiving notice of award of contract. This form must be submitted within the allotted time otherwise this may result in the cancellation of the contract.

#### Changes to Form 1295:

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

☑ I have read and understand this section.

## 4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

#### Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

☑ I have read and understand this section

#### 4 Ordinace 2018-O-175

The City of Laredo has established a local vendor preference ordinance 2018-O-175. All informal and formal Requests for bids for contracts will be evaluated with a 5% preference for local vendors.

non-local vendor

## **Terms and Conditions Request for Proposals**

**TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS** These Terms and Conditions are considered standard language for all City of Laredo solicitation documents. If any specific proposal requirements differ from the general terms listed here, the specific proposal requirements shall prevail.

A response to any Request for Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City. A contract has its inception in the award, eliminating a formal signing of a separate contract, unless requested by the City. For that that reason, most if not all the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents

**GENERAL CONDITIONS** Vendors are required to submit Proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the Proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- 1.0 PREPARATION OF PROPOSALS Proposals will be prepared in accordance with the following:
- (a) All information required by the proposal form shall be furnished. For hand delivered submittals only, the vendor shall print or type the business name and manually sign the schedule. For electronic submittals, this information shall be submitted electronically on Cit-E-Bid system. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <a href="https://cityoflaredo.icnwave.net/Login.aspx">https://cityoflaredo.icnwave.net/Login.aspx</a> If vendor submits both manual and electronic bids, the electronic bid will replace the manual bid and shall be considered the only valid bid.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate Proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum.
- (d) Proposed delivery time must be shown and shall include business days.
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- **2.0 DESCRIPTION OF SPECIFICATIONS & SUBSTITUTIONS** It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo if the specifications are formulated in a manner that would restrict competition. Any such protest regarding the specifications or proposal procedures must be received by City of Laredo no less than seventy-two hours prior to the time set for proposal opening. Vendors are required to state exactly what they intend to furnish. Otherwise, when applicable, vendors will be required to furnish the items as specified.

Page 14 of 20 pages Vendor: HST Utility Inc. FY25-073

#### 3.0 SUBMISSION OF PROPOSAL

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the Proposal opening and the material or services. Proposal shall be typed or written on the face of the envelope. Unless otherwise noted on the Notice to Vendors cover sheet, all hand delivered Proposals must be submitted to the City of Laredo, City Secretary's Office, City Hall Third Floor, 1110 Houston Street.
- (b) Proposals forms can be downloaded printed through Cit-E-Bid. Proposals can be submitted electronically through Cit-E-Bid by going to the following link: <a href="https://cityoflaredo.ionwave.net/Login.aspx">https://cityoflaredo.ionwave.net/Login.aspx</a>

## Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, emails or facsimile bids will not be considered.

- (c) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the Vendors expense.
- (d) Proposals must be valid for a period of one hundred and twenty (120) days. An extension to hold proposal pricing for actual quantity bids may be requested by the City.
- (e) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

#### 4.0 REJECTION OF PROPOSALS The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If proposals are conditional. Vendor may qualify their Proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a vendor is delinquent in the payment of City of Laredo taxes on the day the proposals are opened, including state and local taxes, such fact may constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered, unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.
- **5.0 WITHDRAWAL OF PROPOSALS** Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- **6.0 LATE PROPOSALS OR MODIFICATIONS** Proposals and modifications received after the time set for the submittal deadline will not be considered. Late proposals will be returned to the vendor unopened.

#### 7.0 CLARIFICATION AND PROTEST PROCEDURE

- (a) It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the City of Laredo If the specifications are formulated in a manner that appears ambiguous. Any request for clarification or additional information must be submitted in writing through email or Questions & Responses section on Cit-E-Bid system no later than seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata, 5512 Thomas Avenue, Laredo, Texas 78041; email: jezapata@ci.laredo.tx.us \_ Any vendor submitting questions shall make reference to a specific RFP number, section, page and item of this solicitation. Questions untimely submitted may not elicit a response. It is the bidder's responsibility to follow up and make certain that the request was received. In case there are changes, additions, and/or edits to the original scope, an addendum will be issued by the Purchasing Agent to all vendors through Cit-E-Bid system under Questions and Reponses section to clarify any inquiries. The City will not be responsible for any other interpretations of the proposal During the RFP process, bidder, or any persons acting on their behalf, shall not contact any City official or employee staff except those specifically designated in this or another subsequent solicitation document. Pursuant to §4.03 of the City Ethics, non-compliance with this provision may result in disqualification of the offer involved.
- (b) For solicitations for goods and non-professional services valued at more than \$50,000, bidders will have ten (10) calendar days prior to the time that the City Council formally considers the contract to submit a written protest relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. If the vendor does not file a written protest within this time, the vendor will have waived all rights to formally protest the intent to award. All protests regarding the bid solicitation process must be submitted in writing by certified mail to: CITY OF LAREDO PURCHASING AGENT Jaime Zapata 5512 Thomas Avenue, Laredo, Texas 78041 ealdape@ci.laredo.tx.us Within five (5) business days of receiving a timely protest, the Purchasing Agent shall provide written response to the protesting vendor of the decision following a review of the legitimacy and procedural correctness of the procurement documents. A protesting vendor may appeal to the Laredo City Manager if dissatisfied with the decision of the Purchasing Agent. Only after exhausting all administrative procedures through the City Manager is a protesting vendor then entitled to appeal the award of the contract to the Laredo City Council.

#### 8.0 VENDOR DISCOUNTS

- (a) Percentage discounts within a certain period of time will be accepted but cannot be used in RFP evaluations. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

#### 9.0 INTENT OF CONTRACT

- (a) ANNUAL SERVICE CONTRACT: The services are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased and change orders shall not be applicable. The City's obligation for performance of an annual service contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.
- **10.0 AWARD OF CONTRACT** The contract will be awarded based on **(best value criteria)** as follow and in accordance with the provisions of Chapter 252 and 271 of the Texas Local Government Code. Definition of best value criteria as per The Institute for Public Procurement is:

"Best Value: 1. A procurement method that emphasizes value over price. 2. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, price."

If the awarded responder is unable to meet the requirements of the City, services/products may be purchased from the next best available Vendor until a Vendor is found that can complete the requirements of the City. This RFP shall not to be construed by any party as an agreement of any kind between the City and such party. The award of a contract shall be subject to the approval of the City Council. Following an award, City in its sole option may elect to negotiate a formal agreement with Vendor that will include by reference the terms of the RFP and related responses. In the event an Agreement cannot be reached with the selected Vendor, the City reserves the right to select and negotiate with an alternate Vendor. The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. The Vendor shall bear the burden of proof of compliance with the City of Laredo specifications. When applicable, prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be set forth in the purchase order and/or formal contract agreement when applicable. A duly authorize purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assign purchase order number to avoid any duplication (2 CFR 200.318 (d)). The City shall give written notice to the Vendor if any of the following conditions exist:

(1) Vendor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal; (2) Vendor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications; or, (3) Vendor makes an unauthorized assignment. Upon receiving written notification from the City that one of the above conditions has occurred, the Vendor must remedy the problem within seven (7) business days, to the complete satisfaction of the City, or the contract will be immediately canceled. (4) Contract terms are the responsibility of the awarded vendor(s) and the respective City user department(s).

#### 11.0 ENTIRE AGREEMENT

(a)All covenants, conditions and agreement contained in the solicitation, are hereby made part of the Agreement to the same extent and with the force as is fully set forth herein. If and to the extent of this Agreement and the terms of this solicitation and supplier response conflict Terms & Conditions of this solicitation shall control.

#### 12.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on bid schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, P.O. Box 210, Laredo, Texas 78042. (d) Electronic Funds Transfer (EFT) payments are also available; if electronic payments are preferred, an Electronic Funds Transfer (EFT) Authorization form needs to be completed and returned via e-mail to: jjolly@ci.laredo.tx.us For more information please contact Mr. Jorge Jolly, Accounts Payable Manager at (956) 791-7425.
- 13.0 In accordance to State of Texas, the City of Laredo follows State practices when awarding any and all competitive solicitations:

TEXAS ENGINEERING AND LAND SURVEYING PRACTICE ACTS AND RULES CONCERNING PRACTICE

	1001. TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS CHAPTER 137: COMPLIANCE AND PROFESSIONALISM SUBCHAPTER C: PROFESSIONAL CONDUCT AND ETHICS §137.53 ENGINEER STANDARDS OF COMPLIANCE WITH PROFESSIONAL SERVICES PROCUREMENT ACT (a) A licensed engineer shall not submit or request, orally or in writing, a competitive bid to perform professional engineering services for a governmental entity unless specifically authorized by state law and shall report to the board any requests from governmental entities and/or their representatives that request a bid or cost and/or pricing information or any other information from which pricing or cost can be derived prior to selection based on demonstrated competence and qualifications to perform the services. (b) For the purposes of this section, competitive bidding to perform engineering services includes, but is not limited to, the submission of any monetary cost information in the initial step of selecting qualified engineers. Cost information or other information from which cost can be derived must not be submitted until the second step of negotiating a contract at a fair and reasonable cost. (c) This section does not prohibit competitive bidding in the private sector. Source Note: The provisions of this §137.53 adopted to be effective May 20, 2004, 29 TexReg 4878; amended to be effective June 4, 2007, 32 TexReg 2996.  ☑ I Agree to the Terms and Conditions
4 4	Contractor's Profile & Qualifications, Experience & Location (65 Points) Upload onto Cit-e-Bid Section I: Contractor's Profile & Qualifications, Experience & Location (65 Points)  **Upload documentation onto Cit-e-Bid**  It is City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, and equipment.  How will you meet required turnaround time for completion of this project? Please provide location of your company and how it will help in servicing this contract. (Location & Service)
	Describe how your company is qualified to service this contract?

OCCUPATIONS CODE TITLE 6. REGULATION OF ENGINEERING, ARCHITECTURE, LAND SURVEYING, AND RELATED PRACTICES SUBTITLE A. REGULATION OF ENGINEERING AND RELATED PRACTICES CHAPTER

AND LICENSURE

	Bidders are encouraged to answer and/or to attach any information that may assist in verifying their ability to perform this contract. Do not make an assumption that the city will be familiar with your work.
	1. Number of people employed:
	2. Average years of experience of current employees:
	3. Total number of certified technicians:
	4. Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbursement? Yes No No
	Warranty Please include days, months, or year of your warranty for repairs.
_	☑ Yes
į	d Lines
	Package Header
	Cub Costion A Dhood Unstallation Cost to include Jahan accimpant made accessing

Package neader			
Sub-Section A Phase I Installation Coand appurtences to complete the ins	•	equipment, p	arts, accessories,
Quantity: 1 UOM: PKG		Total:	\$125,800.00
Item Notes: Price Schedule (35 Points)  An evaluation of the pricing to the Sections will be combined for one  Package Items	•	ghted Evaluatior	n Score 35 Points (All
1.1 3" Meter			
Quantity: 30 UOM: Installation Cost  1.2 4" Meter	Price:	\$2,400.00 T	otal: \$72,000.00
Quantity: 9 UOM: Installation Cost  1.3 6" Meter	Price:	\$2,800.00 T	otal: \$25,200.00
Quantity: 4 UOM: Installation Cost  1.4 8" Meter	Price:	\$4,250.00 T	otal: \$17,000.00
Ouantity: 2 LIOM: Installation Cost	Price:	\$5,800,00 T	otal: \$11,600,00

## Package Header

Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories,

	and appurtences to complete the installation.						
	Quantity: 1 UOM: PKG Total:	\$180,100.00					
	Item Notes: Price Schedule (35 Points) An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)						
	Package Items						
	<b>2.1</b> 3" Meter						
	Quantity: 61 UOM: Installation Cost Price: \$2,400.00 Total: \$2.2 4" Meter	146,400.00					
	Quantity: 9 UOM: Installation Cost Price: \$2,800.00 Total: 2.3 6" Meter	\$25,200.00					
	Quantity: 2 UOM: Installation Cost Price: \$4,250.00 Total:	\$8,500.00					
3	3 Package Header						
	Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, access and appurtences to complete the installation.	ssories,					
	Quantity: 1 UOM: PKG Total:	\$98,300.00					
	Item Notes: Price Schedule (35 Points)  An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points Sections will be combined for one grand total)	nts (All					
	Package Items						
	<b>3.1</b> 3" Meter						
	Quantity: 28 UOM: Installation Cost Price: \$2,400.00 Total: 3.2 4" Meter	\$67,200.00					
	Quantity: 6 UOM: Installation Cost Price: \$2,800.00 Total: 3.3 6" Meter	\$16,800.00					
	Quantity: 2 UOM: Installation Cost Price: \$4,250.00 Total:	\$8,500.00					
	Quantity: 1 UOM: Installation Cost Price: \$5,800.00 Total:	\$5,800.00					
4	4 Package Header						
	Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, access and appurtences to complete the installation.	ssories,					
	Quantity: 1 UOM: PKG Total:	\$63,050.00					
	Item Notes: Price Schedule (35 Points)  An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Poir Sections will be combined for one grand total)	nts (All					
	Package Items						
	<b>4.1</b> 3" Meter						
	Quantity: 21 UOM: Installation Cost Price: \$2,400.00 Total:	\$50,400.00					

	<b>4.2</b> 4" Meter				
	Quantity: 3 UOM: Installation Cost	Price:	\$2,800.00	Total:	\$8,400.00
	4.3 6" Meter			_	
	Quantity: 1 UOM: Installation Cost	Price:	\$4,250.00	Total:	\$4,250.00
5	Package Header				
	Sub-Section E Phase V Installation Cost tand appurtences to complete the installat		bor, equipmen	t, parts	, accessories,
	Quantity: 1 UOM: PKG		Total:		\$158,600.00
	Item Notes: Price Schedule (35 Points)  An evaluation of the pricing to the City of Sections will be combined for one grand		Weighted Evaluat	tion Score	e 35 Points (All
	Package Items				
	<b>5.1</b> 3" Meter				
	Quantity: 52 UOM: Installation Cost	Price:	\$2,400.00	Total:	\$124,800.00
	5.2 4" Meter				
	Quantity: 6 UOM: Installation Cost	Price:	\$2,800.00	Total:	\$16,800.00
	5.3 6" Meter				
	Quantity: 4 UOM: Installation Cost	Price:	\$4,250.00	Total:	\$17,000.00

**Response Total:** \$625,850.00

#### CITY OF LAREDO PURCHASING DIVISION

#### 34.0 Bidder Information Questionnaire

# Bidder Information/Business Questionnaire: Please complete all information requested below and submit with your proposal package

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document. That I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in the questionnaire is true and correct."

Name of Offeror (Business) HST Utility,	Inc.
Signature Matt Sadowa of person authorized to sign proposal	Date 8/11/25
Print Name Matt Sadowski of person authorized to sign proposal	
Title: Sales Account Manage	er
Business Address: 7901 4th St. N Ste 3	300
City, State, Zip Code: Saint Petersburg.	, FL 33702-4399
Telephone Number: 800-899-4858	Fax Number:
Contact Person Email Address: msadow	
Federal Tax ID Number: 92-3329318	
Bidders Principal/Corporate Place of Business	
Indicated Status of Business:	
Corporation X Partnership	Sole Proprietorship Other.
If other state business status: Florida - o	current
State how long under its present business name	g 3 years
If applicable, list all other names under which the B	Business identified above operated in the last five years
n/a	
	statements for the last two years, if requested by the City of Laredo? Yes No

## CITY OF LAREDO PURCHASING DIVISION

Has the business, or any officer or partner thereo	of, failed	to comp	ete a contraet? Yes No.
Is any litigation pending against the Business?	Yes	No.	
Is offeror currently for sale or involved in any tra- lf yes, offer need to explain the expected impact			nd or to become acquired by another business entity? Yes 80, lonal and directional terms.
Has the Business ever been declared "not respon	sive" fo	r the purp	ose of any governmental agency contract award? Yes No.
Has the Business been debarred, suspended, proposition of the voluntarily excluded, or otherwise disqualified to			ent, suspended, proposed for deberment, declared ineligible, posing, or contracting? Yes No
Are there any proceedings, pending relating to the qualification to receive a public contract? Yes		<b>B</b> -	nsibility, debarment, suspension, voluntary exclusion, or
Hs the government or other public entity request basis of default or in lieu of declaring the Busine			forcepum of any of its rights under a surety agreement on the fes No
Is the Business in arrears in any contract or debt	? Yes	No	
Has the Business been a defaulter, as a principal.	, surety.	or otherv	rise? Yes No
Have liquidated darnages or penalty provisions by other reason? Yes No.	een asse	essed agai	nst the Business for failure to complete work on time or for any
State if company is a certified minority business enter	-		
Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE); Yes No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify
This company is not a certified minority business:	×		
			king purposes only and will not influence the amount of ith any given company

## CITY OF LAREDO PURCHASING DIVISION

Secti	ion 1: Contractor's Profile & Qualifications, Experience & Location (65 Points)
lt is i	City of Laredo's desire to establish a strong, lasting relationship with its vendors. In order to demonst ability to be a strategic partner, provide responses to the following information requests and questions assyour company's operations, organization, and equipment.
	will you meet required turnaround time for completion of this project? Please provide location of your sany and how it will help in servicing this contract. (Location & Service)
Larç pres	le our corporate headquarters are located in Florida, our dedicated ge Meter crew is currently positioned in Carrollton, Texas. This local sence, combined with our extensive experience, enables us to mobilize skly and deliver efficient, high-quality service anywhere in the state.
Our	ribe how your company is qualified to service this contract?  Large Meter team offers more than 50 years of combined installation
eqxe	
he c	erience, ensuring proven skill and efficiency on every project. Leading department is a veteran with 46 years of hands-on expertise in installing repairing large meters across a wide range of sizes, brands, and configurations.
he cand and Bidd perfe	erience, ensuring proven skill and efficiency on every project. Leading department is a veteran with 46 years of hands-on expertise in installing repairing large meters across a wide range of sizes, brands, and configurations.  Here are encouraged to answer and/or to attach any information that may assist in verifying their ability to orm this contract. Do not make an assumption that the city will be familiar with your work.
he cand ————————————————————————————————————	erience, ensuring proven skill and efficiency on every project. Leading department is a veteran with 46 years of hands-on expertise in installing repairing large meters across a wide range of sizes, brands, and configurations.  Hers are encouraged to answer and/or to attach any information that may assist in verifying their ability to form this contract. Do not make an assumption that the city will be familiar with your work.  Number of people employed:40
Bidd perfo	erience, ensuring proven skill and efficiency on every project. Leading department is a veteran with 46 years of hands-on expertise in installing repairing large meters across a wide range of sizes, brands, and configurations.  Let are encouraged to answer and/or to attach any information that may assist in verifying their ability to this contract. Do not make an assumption that the city will be familiar with your work.  Number of people employed:40
Bidd perfo	erience, ensuring proven skill and efficiency on every project. Leading department is a veteran with 46 years of hands-on expertise in installing repairing large meters across a wide range of sizes, brands, and configurations.  The error of properties of current employees:  8 years  8 years
the cand Bidd perfo	Providers will be required to submit itemized invoices detailing the cost per part, the number of labor hours and hourly rates per service. Will you be able to provide itemized invoices for reimbutsement? Yes

## **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects change	s made to the law by H.B. 23, 84th	Leg., Regular Session.	OFFICE USE ONLY
	ordance with Chapter 176, Local Governi d by Section 176.001(1-a) with a local tion 176.006(a).		Date Received
	with the records administrator of the local e the vendor becomes aware of facts the Government Code.		
A vendor commits an offense if the ver offense under this section is a misdem	dor knowingly violates Section 176.006, eanor.	Local Government Code. An	
Name of vendor who has a but	siness relationship with local gover	rnmental entity.	
HST Utility, Inc.			
completed questionnaire	filing an update to a previously filed with the appropriate filing authority no he originally filed questionnaire was	ot later than the 7th busines	· · · · · · · · · · · · · · · · · · ·
Name of local government offi	cer about whom the information is	being disclosed.	
	Name of Officer	<del></del>	
officer, as described by Section Complete subparts A and B for CIQ as necessary.  A. Is the local governments and B. Is the vendor respond to the local governments.	r other business relationship with in 176.003(a)(2)(A). Also describe a reach employment or business relative tent income, from the vendor?  Yes No ceiving or likely to receive taxable incoment officer or a family member of the lentity?  Yes No The business relationship that the ventor incomes relative to the lentity?	any family relationship witationship described. Attack	h the local government officer. h additional pages to this Form  kely to receive taxable income, income, from or at the direction ncome is not received from the
	espect to which the local governm	nuor named in Section 1 m lent officer serves as an o	fficer or director, or holds an
as described in Sect	rendor has given the local governmention 176.003(a)(2)(B), excluding gifts		
7] Matt Si	a Laure lai	8/5/25	<u>,</u>
	ig business with the governmental entity		eate

## CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

#### Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

#### Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

37.0



## City of Laredo Discretionary Contracts Disclosure

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

		form, see Section 4.01 if the Cit rCorrection orUpdate	
*1. Name of person su	bmitting this disclosur	e form.	
Matt		K Sadowski	
First		M.I. Last	Suffix
*2. Contract Informat	ion.		
a) Contract or Project na	ame(s): Large Wate	er Meter Replacement & Ins	tallation Project
h) Originating Departm	<sup>ent(s):</sup> Utilities Dep	artment	
*3 Name of individual HST Utility, Inc.	(s) or entity(ies) seekin Matt Sad	ig a contract with the city (i.e. p	arties to the contract)
Name (Print)	Signature Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature
Name (Print)	Signature	Name (Print)	Signature

\*4. List any business entity(ies) that is a partner, parent, subsidiary business entity(ies) of the individual or

## CITY OF LAREDO PURCHASING DIVISION

entity listed in Question 3
Not applicable. Contracting party(ies) does not have partner, parent, or subsidiary business entities.
Name of partner, parent, or subsidiary business entity(ies):
*5. List any individuals or entities that will be subcontractors on this contract.
Not applicable. No subcontractors will be retained for this contract.
Subcontractors may be retained, but have not been selected at the time of this submission.
List of subcontractors:
List of subcontractors:
*6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.
Not applicable. No attorneys, lobby ists, or consultants that have been retained to assist in seeking this contract.
List of attorneys, lobby ists, or consultants that have been retained to assist in seeking this contract:
*7. Disclosure of political contributions.
List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City
Council, or to any political action committee that contributes to City Council elections.
a) Any individual seeking contract with the city (Question 3)
b) Any owner or officer of entity seeking contract with the city (Question 3)
<ul> <li>c) Any individual or owner or officer of any entity listed above as partner, parent, or subsidiary business (Question 4)</li> </ul>
d) Any subcontractor or owner office of subcontracting entity retained for the contract (Question 5)
e) The spouse of any individual listed in response to (a) through (d) above
f) Any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
Not applicable. No campaign or officeholder contributions have been made in the preceding 24 months by these

#### CITY OF LAREDO PURCHASING DIVISION

	-	* *	
TILC	[1	idua	5.

List of contributors:

#### Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

#### \*8. Disclosure of conflict of interest

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Section 2.01 of the Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

XI am not aware of any conflict(s) of interest issues under Section 2.01 of the Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

#### \*Acknowledgements

#### XUpdates Required

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the City Council, and no later than five (5) business days after any changes has occurred, whichever comes first. This include information about political contributions made after the initial submission and up until thirty (30) calendar days after the contract has been awarded.

## No Contract with City Officials or Staff during Contract Evaluation

I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contracting city officials and employees regarding the contract after a Request for Proposal (RFP). Request for Qualifications (RFQ), or other solicitation has been released.

This no-contract provision shall conclude when the contract is posted as a City of Laredo Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.09 of the Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

## \*Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires contractor and vendors to submit a Conflict of Interest Form (CIQ) to the Office of the City Secretary.

#### CITY OF LAREDO PURCHASING DIVISION

XI acknowledge that I have I Government Code.	been advised of the requirement to file a CIC	Ofform under Chapter 176 of the Local
	*Oath	
	tatements contained in this Discretionary Co . knowledge and belief are true, correct, and	-
Matt Sadowski	Matt Sadowski	Sales Account Manager
Name (Print)	Signature	Title
HST Utility, Inc.		8/11/25
Company or DBA		Date

Please fill this form out online, print and submit completed form with proposal to origination department. All questions must be answered. If necessary to mail, send to:

City of Laredo P.O. Box 579 Laredo, TX 78042-0579

## Department of the Treasury Internal Revenue Service

## **Request for Taxpayer Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e you begin. For guidance related to the purpose of F	orm W-9, see <i>Purpose of Form</i> , below.										
-	Name of entity/individual. An entry is required. (For a sole entity's name on line 2.)	e proprietor or disregarded entity, enter the o	wner's	name	on line	e 1, and	l enter	the bu	sines	ss/dis	regar	ded
	HST UTILITY, INC.											
	2 Business name/disregarded entity name, if different from	above.										
n page 3.	3a Check the appropriate box for federal tax classification o only one of the following seven boxes.  Individual/sole proprietor  C corporation	f the entity/individual whose name is entered  S corporation Partnership		1. Ch		CE	emptic rtain er e instru	ntities	not	indivi	duals	
S	LLC. Enter the tax classification (C = C corporation, S	S = S corporation, P = Partnership)				Exen	npt pay	ee coo	de (if	any)		
Print or type. c Instructions	Note: Check the "LLC" box above and, in the entry s classification of the LLC, unless it is a disregarded en box for the tax classification of its owner.	pace, enter the appropriate code (C, S, or P)			riate		nption t					
rint Insi	Other (see instructions)					code	(if any					
Specifi	3b If on line 3a you checked "Partnership" or "Trust/estate," and you are providing this form to a partnership, trust, this box if you have any foreign partners, owners, or benefits.	or estate in which you have an ownership in	nterest,	chec		(A <sub>i</sub>	oplies t outside					d
See	5 Address (number, street, and apt. or suite no.). See instru 7901 4TH ST N STE 300	uctions.	Reque	ster's	name	and ac	dress (	option	al)			
	6 City, state, and ZIP code SAINT PETERSBURG, FL 33702-4399											
	7 List account number(s) here (optional)		٠									
Par	Taxpayer Identification Number (TI	N)										
	your TIN in the appropriate box. The TIN provided mus	· • ·	oid	So	cial se	curity	numbe	r				
backu	up withholding. For individuals, this is generally your so	cial security number (SSN). However, fo				$\neg$ _		٦.				
	ent alien, sole proprietor, or disregarded entity, see the es, it is your employer identification number (EIN). If you		t a								<u>L</u>	
TIN, la				Or En	nlove	r ident	ficatio	n nun	hor			ı
Note:	If the account is in more than one name, see the instru	uctions for line 1. See also What Name a	and		ipioye	lacin	Ilcatio	I		<del></del>	1	ĺ
	per To Give the Requester for guidelines on whose num			9	2	- 3	3	2 9	3	1	8	
Par	t II Certification											
Under	r penalties of perjury, I certify that:											
1. The	e number shown on this form is my correct taxpayer ide	entification number (or I am waiting for a	a numl	oer to	be is	sued t	o me);	and				
Ser	n not subject to backup withholding because (a) I am e vice (IRS) that I am subject to backup withholding as a longer subject to backup withholding; and						-					
	n a U.S. citizen or other U.S. person (defined below); a	nd										
	e FATCA code(s) entered on this form (if any) indicating		g is co	rrect								
becau acquis	ication instructions. You must cross out item 2 above if use you have failed to report all interest and dividends on sition or abandonment of secured property, cancellation of than interest and dividends, you are not required to sign	your tax return. For real estate transaction of debt, contributions to an individual reti	ns, ite remen	m 2 d t arrai	oes n	ot appl ent (IR/	y. For \), and	morto , gen	gage erally	inter /, pay	est p	ts
Sign		n	ate	5/8	/202	25						

#### General Instructions

U.S. person

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### What's New

Here

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

#### By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
  - 2. Certify that you are not subject to backup withholding; or
- Claim exemption from backup withholding if you are a U.S. exempt payee; and
- 4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
- 5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester;
- 2. You do not certify your TIN when required (see the instructions for Part II for details);
  - 3. The IRS tells the requester that you furnished an incorrect TIN;
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
- 5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

#### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- Sole proprietor. Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

#### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n)	THEN check the box for
Corporation	Corporation.
Individual or	Individual/sole proprietor.
Sole proprietorship	
LLC classified as a partnership for U.S. federal tax purposes or     LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification:  P = Partnership, C = C corporation, or S = S corporation.
Partnership	Partnership.
Trust/estate	Trust/estate.

#### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

#### **Line 4 Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5-A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- $7\!-\!A$  futures commission merchant registered with the Commodity Futures Trading Commission.
- 8-A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10-A common trust fund operated by a bank under section 584(a).
- 11 A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7.
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000¹	Generally, exempt payees 1 through 5.2
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
  - B-The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
  - G-A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
  - I-A common trust fund as defined in section 584(a).
  - J-A bank as defined in section 581.
  - K-A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN** in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S.* status for purposes of chapter 3 and chapter 4 withholding, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

	•
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account
<ol> <li>Custodial account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor <sup>2</sup>
<ol><li>a. The usual revocable savings trust (grantor is also trustee)</li></ol>	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax-exempt organization</li> </ol>	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**</li> </ol>	The trust

<sup>&</sup>lt;sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- <sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
- \*Note: The grantor must also provide a Form W-9 to the trustee of the trust.
- \*\*For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

## Request for Proposal

# Large Water Meter Replacement & Installation Project Utilities Department Project No. FY25-073







Friday, August 15, 2025 HST Utility, Inc.

> Matt Sadowski Sales Manager HST Utility, Inc.

7901 4<sup>th</sup> St. N Ste 300

Saint Petersburg, FL 33702-4399 Telephone: 800.899.4858

Email: msadowski@hstutility.com

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### Introduction

Friday, August 15, 2025

Mario I. Maldonado Jr.
City Secretary
City of Laredo
1110 Houston Street, Laredo, TX 78040

Dear Mr. Maldonado:



In this proposal, we will highlight the strengths of HST Utilities and define the execution framework that has positioned us as a leader in the installation industry. Before delving into the specifics, it's important to emphasize that we consider ourselves your partners throughout this process. From the moment of selection, we work closely with you to evaluate the project, define the scope, and identify potential challenges. We then develop a clear, actionable plan designed to meet your requirements and ensure a successful outcome.

Meter installation is at the heart of our business, and there are several key advantages to choosing HST Utility for your needs. With decades of experience in the installation of AMI, Fixed Network, and AMR systems, we bring a broad expertise to the table. Importantly, we are agnostic when it comes to the specific meters we work with, focusing instead on delivering the best solution for your unique needs. Our "Boots on the Ground" approach ensures that we are there every step of the way, providing value that extends beyond installation.

Our expertise spans the entire process: from supply chain management and integration to installation, maintenance, and the support of advanced smart metering technologies. Additionally, we offer ongoing field maintenance, operational support, technical assistance, and meter asset consulting to ensure long-term success.

Having thoroughly reviewed your Request for Proposal; we fully understand the scope of work and are confident in our ability to meet your expectations. Leveraging our extensive experience working with leading meter providers, we are prepared to offer valuable insights and recommendations on optimizing processes and tools to maximize the value and efficiency of the project.

Sincerely.

Matt Sadowski Sales Manager

HST Utility, Inc.

7901 4<sup>th</sup> St. N Ste 300

Saint Petersburg, FL 33702-4399

Matt Sadowski

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## Executional Framework: Delivering End-to-End Solutions with Precision and Reliability

HST Utility was founded to address a critical market need: a more reliable, transparent, and results-driven approach to infrastructure solutions. We believe in a better way to do business—one built on long-term partnerships and operational excellence. Unlike many

competitors who may not be available when you need them most, HST is committed to enduring service and reliability.

With over 30 years combined expertise, we execute with precision by integrating technology, data, and process-driven methodologies. Our comprehensive solutions are designed to capture, control, and analyze water and energy consumption data, supporting everyone from individual customers to entire Water Districts. At our core, we are transforming the nation's infrastructure, creating new revenue streams, optimizing operational efficiencies, and enhancing customer experience.

Our executional framework is centered on Advanced Metering Infrastructure (AMI) and Automated Meter Reading (AMR),

leveraging real-time data to drive smarter

SHARE

PARTNERSHIP

TEAMWORK

PARTNERSHIP

TRUST

SUPPORT

decisions across the entire Water District ecosystem. Our adaptable technology ensures that clients have the tools they need today, with flexibility to scale and evolve alongside future business demands.

HST Utility is not just another installation company. Where others prioritize quick wins and leave unfinished work behind, we take ownership of every aspect of the project. Our structured approach includes:

- **Pre-Construction Planning** Comprehensive site assessments and strategic execution roadmaps.
- Ongoing Communication Weekly progress meetings, clearly defined action items, and proactive issue resolution.
- **Seasoned Leadership** A dedicated team of industry experts guiding each phase with precision.
- **Customer-Centric Execution** A commitment to not just managing the process but leading it.

By prioritizing efficiency, accountability, and customer service, HST ensures that every project is completed with excellence, on time, within scope, and beyond expectations.

### Leadership

Leadership comes in many flavors. We wanted to share what it means to us so you can see how it translates to you.

Our style is simple. Identify the situation, problem solving to create the solution and execute at a high level. Sounds easy. With over 30 years of experience in the water, gas, and electric world we have learned a few things. We understand:

- · Supply Chain has not recovered.
- Data can be trouble.
- Every system is different.
- Every utility runs things their own way.
- There will be challenges.

We say this upfront because we know the struggle is real. How do we tip the balance back in our favor? Great question.



It starts with you knowing what we are capable of:

- 1. **Commercial & Industrial Expertise** Our team specializes in all commercial applications, from large meter installations to complex vault work.
- 2. **On-Site Meter Testing & Calibration** We offer in-field testing, repair, and recalibration services for industrial and commercial water meters.
- 3. **Mobile Testing Capabilities** Our mobile testing units can field test source services up to 12 inches in diameter, providing accurate and efficient diagnostics.
- 4. **Long-Term Maintenance Contracts** We offer ongoing maintenance contracts to ensure system longevity and peak performance.
- 5. **Comprehensive Meter Installations** We install water and electric meters of all sizes and brands, ensuring seamless integration with your existing infrastructure.
- 6. **Versatile System Implementation** We support the installation of any metering system required, including AMR (Drive-By), Fixed Network, and AMI (Advanced Metering Infrastructure).
- 7. **Surveys & Lead Pipe Identification** We conduct thorough surveys and lead pipe identification to enhance system efficiency and compliance.
- 8. Advanced Work Order Management Our robust yet user-friendly Work Order Management system streamlines operations, with an optional post-project usage plan available.
- 9. **Certified Safety Standards** All managers hold OSHA 30 certifications, ensuring compliance with safety regulations.
- 10. **Certified Payroll Compliance** We provide certified payroll solutions to meet regulatory and reporting requirements.

# HARD WORK & DEDICATION

At HST, we are more than just a service provider, we are your all-in-one partner for success. Our comprehensive solutions set us apart, ensuring seamless execution from start to finish. With a commitment to excellence and a focus on long-term value, we dedicate ourselves to making your project not just successful, but exceptional.

#### Resumes



## PROFESSIONAL SUMMARY

Highly skilled Large Water Meter Technician Manager with 46 years of extensive experience in the installation, maintenance, testing, and repair of commercial and industrial water meters ranging from 2" to 12" and beyond.

## PROFESSIONAL EXPERIENCE

- Large Water Meter
   Installation & Replacement
- Testing, Calibration, and Certification
- Advanced Metering Infrastructure (AMI) Integration
- AWWA Standards Compliance
- Meter Vault Inspection & Upgrades
- Flow & Pressure Diagnostics
- Data Logging & Reporting
- Project Coordination & Crew Leadership
- Safety Compliance & Best Practices

#### CONTACT

PHONE: (270) 570-1258

WEBSITE: www.hstutility.com

EMAIL: bbates@hstutility.com

## Bret Bates Commercial Meter Manager

#### PROJECT EXPERIENCE (Past 5 Years)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

Carrolton, TX (100 3"-8" Outdoor Diehl Meters & Fenix Endpoints)

Plantation, FL (200 3"-8" Badger Meter & Endpoint)

Baltimore, MD (800 3"-12" Sensus, Hersey, & Badger Meters)

Charlotte, NC (3"-8" Octove Meters)

Rock Hill, SC (3"-8" Sensus Meters)

Austin, TX (400 3"-8" Sensus Meter & Endpoint)

Mantee County, FL (3"-8" Master Meter Meters)

Other Various Projects in Central and Southern USA ranging from 3"-12" installing over 10,000 Meters through my career.



## PROFESSIONAL SUMMARY

Results-driven management director with 25 years of experience & a proven track record.

## PROFESSIONAL EXPERIENCE

- Planning & execution of AMI projects, collaborating with cross-functional teams to ensure timely completion while staying within budget.
- Develop & execute strategic plans to optimize project efficiency & safety.
- Successful implementation & completion of large, highprofile residential & commercial projects.
- Extensive experience with leading industry manufacturers including Neptune, Badger, Sensus, Diehl, Aclara, Itron, Zenner, Metron, Honeywell & more.

#### CONTACT

PHONE: (941) 718-3704

WEBSITE: www.hstutility.com

EMAIL: bmashni@hstutility.com

## BENJAMIN MASHNI

REGIONAL DIRECTOR OF OPERATIONS

#### PROJECT EXPERIENCE (PREVIOUS 7 YEARS)

High Springs, FL (2900 5/8"-2" Neptune Meters & Aclara Endpoints)

Trenton, FL (600 5/8"-1" Diehl Meters & Aclara Endpoints)

Westmoreland, TN (1800 5/8"-1" Diehl Meters & Aclara Endpoints)

Toledo, OH (1500 3"-10" Indoor & Outdoor Sensus Meters & Endpoints)

Flint, MI (30,000 Indoor Badger Meters & Endpoints)

Pontiac, MI (15,000 5/8"-1" Indoor Neptune Meters & Aclara Endpoints)

Westland, MI (30,000 5/8"-2" Sensus Meters & Endpoints)

Coleridge, NE (1,000 5/8"-2" Neptune Meters & Endpoints)

West Fargo, ND (8000 5/8"-1" Indoor Sensus Meters & Endpoints)

Richmond, MO (2900 5/8"-6" Neptune Meters & Aclara Endpoints)

Elkhart, IN (2000 5/8"-2" Indoor Neptune Meters & Endpoints)

Mayville & Spaulding, MI (1000 5/8"-1" Zenner Meters & Endpoints)

Henrico, VA (5,000 5/8"-2" Neptune Meters & Itron Endpoints)

Howard County, MD (10,000 5/8"-1" Indoor Sensus Meters & Itron Endpoints)

Adrian, MI (5000 5/8"-6" Indoor & Outdoor Sensus Meters & Endpoints)

Askov, MN (1000 5/8"-1" Sensus Meters & Endpoints)

Greensville, VA (1000 5/8"-1" Sensus Meters & Endpoints)

## Technology

One of the most crucial considerations in the early stages of a solicitation is technology, it is arguably the most critical aspect of the project. We often say, half-jokingly, that we are a technology company that install meters, but this statement holds true. Any issues in setting up, capturing, recording, or transferring data can disrupt the entire process, potentially requiring a complete restart. While this may sound strict, it underscores the importance of selecting the right technology solution. Whether you choose HST Utility or another provider, it is essential to fully understand their technological solution and what happens after implementation. The City of Laredo should require mobile software that enables the utility to collect complete and accurate data for its water meter change-out program. This software must support meter installers by streamlining data collection in the field while also ensuring seamless project tracking and integration with the utility's billing system. Key software functionalities should include:

- The ability to load the meter change-out information from the utility billing software using meter-reading route files in the <<format name>> format.
- The ability to geo-code location addresses and assist meter installers in navigating to customer locations.
- The ability to perform driving route optimization to minimize the amount of time installation crews spend driving from site to site.
- Data capture of the following information related to each meter installation: meter vault geocoordinates, old meter make/model/size/serial number/radio serial number, old meter final reading, new meter make/model/size serial number/radio serial number, vault type, field notes and installer name.



- Digital photo captures for the old meter register, new meter and job site; including the ability to transmit, view and share full-resolution digital photos. All digital photos must be retained and retrievable securely from the cloud for at least 24 months after the completion of the installation project.
- Capture details on extra services and inventory items used on each meter installation. For example, track if there was a bypass, with or without strainer, gate valves, etc.
- The ability to enter free-form notes regarding individual meter installations.
- The software must be cloud-based and must not require the utility to set up or maintain its own web server, application servers or other dedicated hardware or software.

- The overall system design and development lifecycle supporting the software must adhere to secure software standards, and the hosting infrastructure must be based on a secure architecture including data center(s) which pass regular ISO 27001 audits.
- The software must require strong passwords and allow for customer password selfresets.
- Utility personnel must be able to view their project data including project overview charts, detailed records and digital photos.
- Must provide the capability to automatically notify project team members, including utility personnel, when individual work orders cannot be completed or otherwise require attention from the utility.
- The ability to generate "swap files" or "meter change-out files" in the format required by the billing system. These files will facilitate the automated setup of new meter information in the billing software and the posting of the final reading on the old meter.
- The ability to transfer the meter vault geo-coordinates to the billing software and export to GIS files.
- Mobile software must support iOS and Android operating systems and be compatible with high-accuracy GPS receivers from multiple vendors (no GPS hardware vendor lock-in).

We know this is a lot of information to process, but we believe it's important for several reasons. We show what we can do and have tried to cover what it should do. The best part, it's easy to navigate.

## **HST Utility Selection**

Once selected as the contractor, HST Utility conducts a **comprehensive project review**, assigning a dedicated **Project Manager (PM)** to oversee all aspects.

### **Preparation & Planning**

- **Supply Chain Coordination:** We ensure materials are ordered and ready for seamless installation.
- IT Integration: Our team collaborates with the Utility to align Customer Information Systems (CIS) and billing data, verifying compatibility for smooth electronic transfers.
- **Project Kickoff:** A planning meeting with HST, Utility stakeholders, and manufacturers defines roles, integration plans, and scheduling.

### **Execution & Quality Control**

- The PM manages logistics, technician accommodations, and pre-installation training.
- In coordination with the Utility Customer Service Team to ensure customer notifications are sent before work begins.
- Work Order Management System is activated, and installation routes are assigned.
- A 100% Quality Control (QC) review ensures compliance with HST and manufacturer standards, with detailed logs maintained.

### **Data Management & Project Completion**

- Field data is reformatted and uploaded daily into the Utility's CIS system.
- Any system integration challenges are promptly identified and resolved.
- A post-construction review ensures all aspects are finalized before project sign-off.

#### **Our Commitment**

At HST, we combine **precision with flexibility**—understanding your system before integration. Proper preparation leads to the best possible results.

## Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	e you begin. For guidance related to the purpose of Form W-9, see <i>Pur</i>	rpose of Form, below.	*									
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disre-	garded entity, enter the o	wner's na	ame	on lin	e 1,	and	enter the	e bus	iness	/disr	egarded
	entity's name on line 2,)											
	HST UTILITY, INC.											
	2 Business name/disregarded entity name, if different from above.											
છ	3a Check the appropriate box for federal tax classification of the entity/individual	al whose name is entered	on line 1	. Ch	eck	Ta	Fxe	emptions	: (cod	les a	nnlv	only to
age	only one of the following seven boxes.					'	cer	tain enti	ties, r	not in	divic	uals;
g He	☐ Individual/sole proprietor ☐ C corporation ☑ S corporation	Partnership	Trust	/est	ate		see	instruci	ions	on pa	age :	s):
a. ns	LLC. Enter the tax classification (C = C corporation, S = S corporation, F		٠.,			E	xem	pt payee	code	(If a	ny)	<del></del>
Print or type. c Instructions	Note: Check the "LLC" box above and, in the entry space, enter the appropriate classification of the LLC, unless it is a disregarded entity. A disregarded				riate	E	xem	ption fro	m Fo	reign	Acc	ount Tax
atru	box for the tax classification of its owner.  Compliance Act (FATCA) report Code (if any)							orting				
Print or type. Specific Instructions on page 3.	Other (see instructions)			_		┧`	Joue	(17 02197				
Ciffi	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and you are providing this form to a partnership, trust, or estate in which							plies to a				
Spe	this box if you have any foreign partners, owners, or beneficiaries. See instru				<u>``</u> _	1	•	outside t	he Ur	nited	State	es.)
See	5 Address (number, street, and apt, or suite no.). See instructions.		Request	ter's	name	ane	d add	iress (op	tiona	1)		
•	7901 4TH ST N STE 300											
	6 City, state, and ZIP code SAINT PETERSBURG, FL 33702-4399											
	7 List account number(s) here (optional)											
	2 List account number (a) nere (optional)											
Par	Taxpayer Identification Number (TIN)											
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to av	oid	So	cial s	ecu	rity n	umber				
	p withholding, For individuals, this is generally your social security num nt alien, sole proprietor, or disregarded entity, see the instructions for P		or a				_		-			
	s, it is your employer identification number (EIN). If you do not have a n		t a	or								
TIN, la	iter,	Employer identification number										
	If the account is in more than one name, see the instructions for line 1.	See also What Name	and		Ħ			1	T	1		
Numb	er To Give the Requester for guidelines on whose number to enter.		į	9	2	-	3	3 2	9	3	1	8
Pan	Certification											
	penalties of perjury, I certify that:											
	number shown on this form is my correct taxpayer identification numb									aal E		
	n not subject to backup withholding because (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure											
	onger subject to backup withholding; and				(	,						
3.1 am a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exemp		_									
	cation instructions. You must cross out item 2 above if you have been no se you have failed to report all interest and dividends on your tax return. For											
acquis	ition or abandonment of secured property, cancellation of debt, contribution	ons to an individual reti	irement a	arrar	ngem	ent	(IRA	), and, (	genei	ally,	pay	ments
	than interest and dividends, you are not required to sign the certification, b	ut you must provide yo	our corre	ct T	IN. S	e t	he in	structio	ns fo	r Pa	rt II,	ater.
Sign Here	Signature of U.S. person Rick Hauf		Date 5	/8	/20:	25						
Gei	neral Instructions	New line 3b has b										
Section references are to the Internal Revenue Code unless otherwise noted.  Section references are to the Internal Revenue Code unless otherwise foreign partners, owners, or beneficiaries when it provides the Form to another flow-through entity in which it has an ownership interest.						rm W-9						
	e developments. For the latest information about developments	change is intended t regarding the status										ion
	d to Form W-9 and its instructions, such as legislation enacted hey were published, go to www.irs.gov/FormW9.	beneficiaries, so that	t it can s	atis	fy an	y a	oilgo	able re	porti	ng		
What's New requirements, For example, a partnership that has any indirect partners may be required to complete Schedules K-2 and K-3				3. S								
Line 3a has been modified to clarify how a disregarded entity completes  Partnership Instructions for Schedules K-2 and K-3 (Form 1065).												
appro	ne. An LLC that is a disregarded entity should check the priate box for the tax classification of its owner. Otherwise, it	Purpose of F			<b>.</b>			مامعاد -			F1	
should	d check the "LLC" box and enter its appropriate tax classification.	An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they										
	Cat, No, 10231X							Fo	rm V	V-9	(Rev	, 3-2024)

ACORD.

Client#: 2304649

64HSTUTI

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Melony Helton						
McGriff Insurance Services LLC	PHONE (A/C, No, Ext): FAX (A/C, No): 8668	s): 8668812184					
2600 Eastpoint Parkway	E-MAIL ADDRESS: Certificate@McGriff.com						
Louisville, KY 40223	INSURER(S) AFFORDING COVERAGE	NAIC#					
502 489-5900	INSURER A : Cincinnati Specialty Underwriters InsCo	13037					
INSURED	INSURER B : Technology Insurance Company	42376					
HST Utility Inc.	INSURER C: Auto Owners Insurance	18988					
13703 Messina Loop Unit 202	INSURER D:						
Bradenton, FL 34211-2133	INSURER E:						
	INSURER F :						

COVERAGES

CERTIFICATE 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.

	CLL	SIONS AND CONDITIONS OF SUCH						MS.	
INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY			CSU0215697	08/18/2024		EACH OCCURRENCE	\$1,000,000
1		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s100,000
1	Х	BI/PD Ded:2,500						MED EXP (Any one person)	s Excluded
1								PERSONAL & ADV INJURY	s1,000,000
1	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s2,000,000
1		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	s2,000,000
		OTHER:							\$
C	AUT	OMOBILE LIABILITY			5522479700	04/18/2024	04/18/2025	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000
	X				a			BODILY INJURY (Per person)	\$
1		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		2 200 0 0 0 0 0							\$
Α		UMBRELLA LIAB OCCUR			CSU0215704	08/18/2024	08/18/2025	EACH OCCURRENCE	\$1,000,000
1	Х	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$1,000,000
		DED X RETENTION \$0							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			TWC4467992	08/18/2024	08/18/2025	X PER STATUTE ER	
1		PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	s1,000,000
1	(Mai	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	s1,000,000
	If ye	s, describe under CRIPTION OF OPERATIONS below			-			E.L. DISEASE - POLICY LIMIT	s1,000,000
1									
					2				

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

\*\* Workers Comp Information \*

Proprietors/Partners/Executive Officers/Members Excluded: Keith Tamminga

Workers Compensation: Waiver of Subrogation Form# WC000313

CERTIFICATE HOLDER CANCELLATION

HST Utility Inc. 13703 Messina Loop Unit 202 Bradenton, FL 34211 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

Buch Em

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## Warranty

HST Utility guarantees all large water meter work for a period of 90 days from the installation date, covering defects in company-supplied materials and workmanship issues related to the installation. Most installation-related issues typically arise within the first month. This warranty includes the replacement of any property or materials damaged by HST Utility employees during the installation process.

## Subcontracting

HST Utility will not be utilizing subcontractors on this project. The work to be performed will be completed entirely by our employees. We require our employees to undergo testing and education programs specific to the electronic solution to be installed. All our employees hold OSHA 30 and Confined Space Certification, and some require a State certification by Weights and Measures. The work to be done requires technical skills to install, which we provide for each employee.

#### Conclusion

Thank you for the opportunity to earn your business. We truly appreciate your consideration and do not take it lightly. If you have any questions or concerns, please feel free to reach out to us anytime.

Warm Regards,

Matt Sadowski

Matt Sadowski Sales Manager HST Utility, Inc. 7901 4<sup>th</sup> St. N Ste 300 Saint Petersburg, FL 33702-4399

Mobile: 754.283.2147 Telephone: 800.899.4858

Email: msadowski@hstutility.com

www.hstutility.com

# 31.0 Section II: Price Schedule (35 Points) An evaluation of the pricing to the City of Laredo – Total Weighted Evaluation Score 35 Points (All Sections will be combined for one grand total)

31.1 Sub-Section A Phase I Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Phase I	Quantity	Installation Cost	Ext. Cost
3 <sup>th</sup> Meter	30	\$ 2400.00	\$ 72,000.00
4" Meter	ý	S 2800.00	\$ 25,200.00
6" Meter	1	\$ 4250.00	5 17,000.00
8" Meter	2	5 5800.00	\$ 11,600.00
Tota	1 45	Phase I Total	\$ 125,800.00

31.2 Sub-Section B Phase II Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Phase II	Quantity	Installation Cost	Ext. Cost
3" Meter	61	\$ 2400.00	\$ 146,400.00
4" Meter	9	\$ 2800.00	\$ 25,200.00
6" Meter	2	\$ 4250.00	\$ 8,500.00
Total	72	Phase II Total	5 180,100.00

31.3 Sub-Section C Phase III Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Phase III	Quantity		Installation Cost	l	Ext. Cost
3" Meter	28	15	2400.00	\$	67,200.00
4" Meter	6	S	2800.00	S	16,800.00
6 Meter	2	S	4250.00	5	8,500.00
8" Meter	]	: \$	5800.00	\$	5,800.00
Total	37		Phase III Total	S	98,300.00

31.4 Sub-Section D Phase IV Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Phase IV	Quantity	1	nstallation Cost		Ext. Cost
3" Meter	21	. \$	2400.00	5	50,400.00
4" Meter	3	Ŝ	2800.00	\$	8,400.00
6" Meter	1	S	4250.00	\$	4,250.00
Total	25	_	Phase IV Total	5	63,050.00

31.5 Sub-Section F. Phase V. Installation Cost to include: labor, equipment, parts, accessories, and appurtences to complete the installation.

Phase V	Quantity	Installation Cost	1	Ext. Cost
3" Meter	52	\$ 2400.00	5	124,800.00
4" Meter	6	\$ 2800.00	\$	16,800.00
6" Meter	4	\$ 4250.00	\$	17,000.00
Total	62	Phase V Total	\$	158,600.00

City of Linedo Purchasing Division, 5512, Thomas, Ave., Laredo, Tevas, 78041 (95%) 794-1733. Lax (95%) 790-18051 mail galdane & ci faredo ax us Page, 15 of 28

Matt Sadowski

## CITY OF LAREDO PURCHASING DIVISION

### **AFFIDAVIT**

Project:
Form of Non-Collusive Affidavit  AFFIDAVIT
STATE OF TEXAS {} COUNTY OF WEBB {}
Being first duly sworn, deposes and says:
That he/she is
The party making the foregoing SOQ or bid, that such SOQ or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said SOQ or bid are true.  Signature of:  Bidder, if the Bidder is an individual Partner, if the Bidder is a Partnership Officer, if the Bidder is a Corporation
Subscribed and sworn before me this
My commission expires:
REBECCA PEREZ RODRIGUEZ Notary Public - State of Florida Commission # HH 692300 My Comm. Expires Jun 26, 2029 Banded through National Notary Assn.