

FY24-003

Core and Main

Supplier Response

Event Information

Number: FY24-003
Title: FY24-003 AMR/AMI Water Meters – Utilities Department
Type: Request For Bid
Issue Date: 9/28/2023
Deadline: 10/18/2023 05:00 PM (CT)

Contact Information

Contact: Margarita Ayala
Address: Utilities Billing
5816 Daugherty
Laredo, TX 78040
Phone: 1 (956) 721-2005
Email: mayala0@ci.laredo.tx.us

Core and Main Information

Contact: Kevin Clagett
Address: 1830 Craig Park Court
St. Louis, MO 63146
Phone: (210) 657-1632
Fax: (210) 657-2321
Email: Kevin.Clagett@coreandmain.com
Web Address: www.coreandmain.com

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

Loren Miller

Signature

Submitted at 10/18/2023 03:32:44 PM (CT)

Brandon.Smith3@coreandmain.com

Email

Bid Attributes

1 Award by Section	This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes
2 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".
3 Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid	Core & Main LP Loren Miller 210-657-1632
4 State how long under has the business been in its present business name	5 years
5 If applicable, list all other names under which the Business identified above operated in the last five years	HD Supply Waterworks
6 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.

7 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, 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?

n/a

8 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?

n/a

9 State if the Company is a certified minority business enterprise

This company is not a certified minority business

10 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](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.

11 Conflict of Interest Questionnaire Form CIQ

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.

12 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?

No

1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input type="text" value="Brandon T. Smith"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input type="text" value="FY24-003 AMR/AMI Water Meters"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input type="text" value="Kevin Clagett Brandon Smith"/>
1 9	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. <input type="text" value="Not Applicable"/>
2 0	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. <input type="text" value="Kevin Clagett Brandon Smith"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input type="text" value="Not Applicable"/>
2 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. <input type="text" value="No response"/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input type="text" value="Not Applicable"/>

2 4	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>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) 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/officer 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)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	<p>Updates on contributions required</p> <p>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.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>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?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest in question 8, please list them in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
3 0	<p>Question 9. Updates Required</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>

3 1	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. <input checked="" type="checkbox"/> I have read and understand this section
3 2	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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 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 <div style="border: 1px solid black; padding: 2px;">Loren Miller (210) 657 1632</div>
3 4	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. <input checked="" type="checkbox"/> I swear or affirm information is correct
3 5	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 6	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 7	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
3 8	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

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9** **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: Starting 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

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0** **Terms and Conditions for Request for Bids**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders 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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid 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 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 bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

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

(d) 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 bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. 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 SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and 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. All annual contracts shall bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply 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

(a) This contract will be awarded by section to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies it's bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) 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)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor 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.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar 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, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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 AND LICENSURE

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

1

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 occurrence 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 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.

(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.

(j) 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.

(l) 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.

☒ I agree my insurance meets minumum requirements

4 Disqualification & Debarment Certification

2 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 its 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

4 **Contract Requirements**

3 **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, <https://www.ethics.state.tx.us/tec/1295-Info.htm>. 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 **Ordinance 2018-O-175**

4 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.

No response

4 5	Required Upload FY23-003 Required FY24-003 Attachment A. Must be completed and uploaded onto Cit-E-Bid. <input checked="" type="checkbox"/> Yes
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Bid Lines

1	Package Header Section I: Meter Price Schedule per Unit Quantity: <u> 1 </u> UOM: <u>EA</u> Total: \$501,295.15							
	Package Items							
1.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Meter Size</th> <th style="width: 30%;">Meter Type</th> <th style="width: 40%;">Length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3"</td> <td style="text-align: center;">Ultrasonic</td> <td style="text-align: center;">12"</td> </tr> </tbody> </table>	Meter Size	Meter Type	Length	3"	Ultrasonic	12"	
Meter Size	Meter Type	Length						
3"	Ultrasonic	12"						
	AMR Complete Meter Unit Quantity: <u> 1 </u> UOM: <u>Price</u> Price: \$3,757.06 Total: \$3,757.06							
1.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Meter Size</th> <th style="width: 30%;">Meter Type</th> <th style="width: 40%;">Length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3"</td> <td style="text-align: center;">Ultrasonic</td> <td style="text-align: center;">17"</td> </tr> </tbody> </table>	Meter Size	Meter Type	Length	3"	Ultrasonic	17"	
Meter Size	Meter Type	Length						
3"	Ultrasonic	17"						
	AMR Complete Meter Unit Quantity: <u>101</u> UOM: <u>Unit Price</u> Price: \$3,757.06 Total: \$379,463.06							
1.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Meter Size</th> <th style="width: 30%;">Meter Type</th> <th style="width: 40%;">Length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4"</td> <td style="text-align: center;">Ultrasonic</td> <td style="text-align: center;">14"</td> </tr> </tbody> </table>	Meter Size	Meter Type	Length	4"	Ultrasonic	14"	
Meter Size	Meter Type	Length						
4"	Ultrasonic	14"						
	AMR Complete Meter Unit Quantity: <u> 1 </u> UOM: <u>Price</u> Price: \$3,362.95 Total: \$3,362.95							
1.4	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Meter Size</th> <th style="width: 30%;">Meter Type</th> <th style="width: 40%;">Length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">4"</td> <td style="text-align: center;">Ultrasonic</td> <td style="text-align: center;">20"</td> </tr> </tbody> </table>	Meter Size	Meter Type	Length	4"	Ultrasonic	20"	
Meter Size	Meter Type	Length						
4"	Ultrasonic	20"						
	AMR Complete Meter Unit Quantity: <u> 20 </u> UOM: <u>Price</u> Price: \$3,362.95 Total: \$67,259.00							
1.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Meter Size</th> <th style="width: 30%;">Meter Type</th> <th style="width: 40%;">Length</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">6"</td> <td style="text-align: center;">Ultrasonic</td> <td style="text-align: center;">18"</td> </tr> </tbody> </table>	Meter Size	Meter Type	Length	6"	Ultrasonic	18"	
Meter Size	Meter Type	Length						
6"	Ultrasonic	18"						
	AMR Complete Meter Unit Quantity: <u> 1 </u> UOM: <u>Price</u> Price: \$5,555.62 Total: \$5,555.62							

1.6

Meter Size	Meter Type	Length
6"	Ultrasonic	24"

Quantity: 6 UOM: AMR Complete Meter Unit Price: \$5,555.62 Total: \$33,333.72

1.7

Meter Size	Meter Type	Length
8"	Ultrasonic	20"

Quantity: 1 UOM: AMR Complete Meter Unit Price: \$8,563.74 Total: \$8,563.74

2 Package Header

Section II: United Measuring Element (UME) Price Schedule per Unit

Quantity: 1 UOM: EA Total: \$20,466.66

Package Items

2.1

Meter Size	Meter Type
3"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$1,620.00 Total: \$3,240.00

2.2

Meter Size	Meter Type
4"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$2,153.33 Total: \$4,306.66

2.3

Meter Size	Meter Type
6"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$2,340.00 Total: \$4,680.00

2.4

Meter Size	Meter Type
8"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$4,120.00 Total: \$8,240.00

3 Package Header

Section III: Associated Individual Components and Spares Price Schedule per Unit

Quantity: 1 UOM: EA Total: \$33,005.55

Package Items

3.1	Component/Spare	Meter Type
	Transmitter	Ultrasonic

Quantity: 131 UOM: UME Unit Price Price: \$202.85 Total: \$26,573.35

Supplier Notes: Celluar MIU 13964-300 quoted

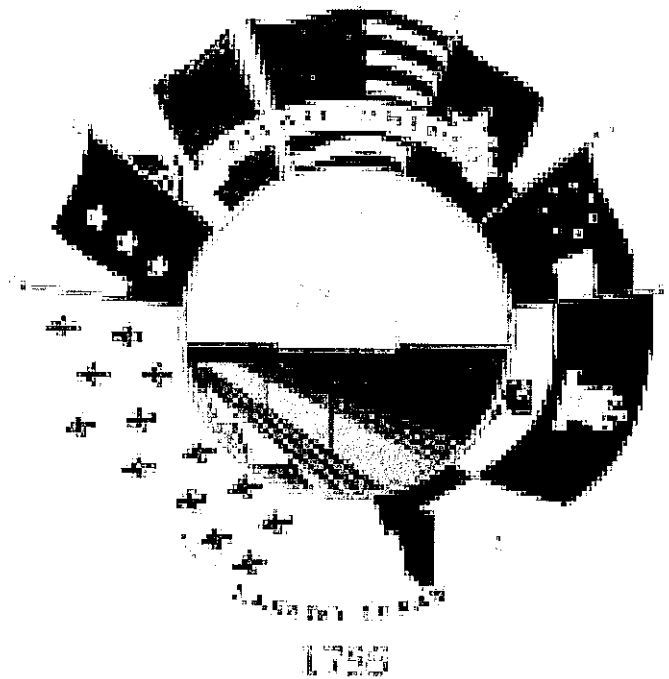
3.2	Component/Spare	Meter Type
	6 Foot Antenna	Ultrasonic

Quantity: 25 UOM: UME Unit Price Price: \$212.86 Total: \$5,321.50

3.3	Component/Spare	Meter Type
	20 Foot Antenna	Ultrasonic

Quantity: 5 UOM: UME Unit Price Price: \$222.14 Total: \$1,110.70

Response Total: \$554,767.36



FY24-003

HydroPro Solutions llc Supplier Response

Event Information

Number: FY24-003
Title: FY24-003 AMR/AMI Water Meters – Utilities Department
Type: Request For Bid
Issue Date: 9/28/2023
Deadline: 10/18/2023 05:00 PM (CT)

Contact Information

Contact: Margarita Ayala
Address: Utilities Billing
5816 Daugherty
Laredo, TX 78040
Phone: 1 (956) 721-2005
Email: mayala0@ci.laredo.tx.us

HydroPro Solutions llc Information

Address: 907 Rockmoor
Georgetown, TX 78628
Phone: (877) 747-3656
Email: dtrevino@hydroprosolutions.com

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

Dan Trevino
Signature

dtrevino@hydroprosolutions.com
Email

Submitted at 10/18/2023 11:17:47 AM (CT)

Response Attachments

OCTAVE-SPECIFICATION-VERSION-2.18.pdf

Octave Specifications

2021-Master-Meter-Consolidated-Warranty-081221-vF.pdf

Master Meter Consolidated Warranty

FY24-003 AMR AMI Water Meters FINAL.pdf

Full Bid Attachment - Completed

Bid Attributes

1	Award by Section This contract will be awarded by section to the lowest responsive responsible bidder, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code <input checked="" type="checkbox"/> Yes
2	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".
3	Name of Offeror (Business) and Name & Phone Number of Authorized Person to sign bid HydroPro Solutions, Greg Broyles, (512) 994-6198
4	State how long under has the business been in its present business name 11
5	If applicable, list all other names under which the Business identified above operated in the last five years n/a

6	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.
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7	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, 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? <div style="border: 1px solid black; padding: 2px;">1: no 2: no 3: no 4: no 5: no</div>
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8	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? <div style="border: 1px solid black; padding: 2px;">1: no 2: no 3: no</div>
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9	State if the Company is a certified minority business enterprise <div style="border: 1px solid black; padding: 2px;">This company is not a certified minority business</div>
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10	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 Miguel A. Pescador, Purchasing Agent at 956-794-1731.
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11	Conflict of Interest Questionnaire Form CIQ 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.
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1 2	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? <input style="width: 100px;" type="text" value="Yes"/>
1 3	Construction Contract Construction Contract Requires Acknowledgement <input checked="" type="checkbox"/> Acknowledge
1 4	Disclosure Form For details on use of this form, see Section 4.01 of the City's Ethics Code.
1 5	This is a <input style="width: 100px;" type="text" value="New Submission"/>
1 6	Question 1. Name of person submitting this disclosure form Please include First Name, Middle Initial, Last Name and Suffix (if applicable) <input style="width: 850px;" type="text" value="Roger Greg Broyles"/>
1 7	Question 2. Contract Information Please include the following: a)Contract or Project Name b)Originating Department <input style="width: 850px;" type="text" value="FY24-003 AMR/AMI Water Meters – Utilities Department"/>
1 8	Question 3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract) <input style="width: 850px;" type="text" value="HydroPro Solutions"/>
1 9	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. <input style="width: 100px;" type="text" value="Not Applicable"/>
2 0	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. <input style="width: 850px;" type="text" value="No response"/>
2 1	Question 5. List any individuals or entities that will be subcontractors on this contract <input style="width: 150px;" type="text" value="It applies to my business"/>
2 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. <input style="width: 850px;" type="text" value="Subcontractors may be retained, but have not been selected at the time of this submission."/>
2 3	Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract <input style="width: 100px;" type="text" value="Not Applicable"/>

2 4	<p>Question 6. List any attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract</p> <p>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.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 5	<p>Question 7. Disclosure of political contributions</p> <p>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) 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)</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Not Applicable</div>
2 6	<p>Question 7. Disclosure of political contributions</p> <p>If you selected Not Applicable on question 7, please skip this section. If it applies to you, please list all contributors in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
2 7	<p>Updates on contributions required</p> <p>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.</p>
2 8	<p>Question 8. Disclosure of Conflict of Interest</p> <p>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?</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">I am not aware of any conflict of interest</div>
2 9	<p>8. Disclosure of Conflict of Interest</p> <p>If you selected I am aware of conflict of interest is question 8, please list them in this section.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
3 0	<p>Question 9. Updates Required</p> <p>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.</p> <p><input checked="" type="checkbox"/> I have read and understand this section</p>

3 1	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. <input checked="" type="checkbox"/> I have read and understand this section
3 2	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. <input checked="" type="checkbox"/> I have acknowledge that I have been advised
3 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 <div style="border: 1px solid black; padding: 2px;">Greg Broyles, Executive Vice President, HydroPro Solutions, 10/12/2023</div>
3 4	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. <input checked="" type="checkbox"/> I swear or affirm information is correct
3 5	Company Information Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 6	Conflict of Interest Questionnaire <input checked="" type="checkbox"/> I have completed this section
3 7	Non-Collusive Affidavit <input checked="" type="checkbox"/> I have completed and included this form
3 8	Discretionary Contracts Disclosure <input checked="" type="checkbox"/> I have completed this section

3 9 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: Starting 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

4 0 Terms and Conditions for Request for Bids

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS GENERAL CONDITIONS Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders 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 requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

(a) All information required by the bid 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 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 bids will not be considered unless authorized by the invitation for bids or any applicable addendum

(d) Proposed delivery time must be shown and shall include Sundays and holidays

(e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

(f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

(a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>

(b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.

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

(d) 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 bidder's expense.

(e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

(a) Bidder misstates or conceals any material fact in the bid.

(b) Bid does not strictly conform to the law or the requirements of the bid.

(c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.

(d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.

(e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

(f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.

(g) The City may reject all bids or any part of a bid whenever it is deemed necessary.

(h) The City may waive any minor informalities or irregularities in any bid.

5.0 WITHDRAWAL OF BIDS Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE BIDS OR MODIFICATIONS Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.

7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to: CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador 5512 Thomas Ave, Laredo, TX 78041 mpescador@ci.laredo.tx.us or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.

(a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:

(b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.

(c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.

(d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to: City of Laredo - Purchasing Agent 5512

Thomas Ave. Laredo, Texas 78041.

8.0 BIDDER DISCOUNTS

(a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. 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 SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and 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. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed. The City's obligation for performance of an annual supply 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

(a) This contract will be awarded by section to the **(lowest responsive responsible bidder)**, in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

(b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.

(c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

(d) A duly authorized purchase order number shall reference item/services description, item number, quantity and price. Invoices shall reference the assigned purchase order number to avoid any duplication (2 CFR 200.318 (d)).

(e) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.

(f) **Title & Risk of Loss:** The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".

(g) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.

(h) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:

1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.

2. Contractor 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.

3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar 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, and PO. Box 210, Laredo, Texas 78042.

(d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact: Jorge J. Jolly, Accounts Payable Manager 956-791-7328 jjolly@ci.laredo.tx.us 1110 Houston St. Laredo, TX 78040.

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 AND LICENSURE

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

1

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 occurrence 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 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.

(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.

(j) 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.

(l) 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.

☒ I agree my insurance meets mininum requirements

4 Disqualification & Debarment Certification

2 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 its 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

4 **Contract Requirements**

3 **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, <https://www.ethics.state.tx.us/tec/1295-Info.htm> 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 **Ordinance 2018-O-175**

4 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.

No response

- 4 Required Upload FY23-003
- 5 Required FY24-003 Attachment A. Must be completed and uploaded onto Cit-E-Bid.
- ☒ Yes

Bid Lines

1 Package Header

Section I: Meter Price Schedule per Unit

Quantity: 1 UOM: EA Total: \$251,445.00

Supplier Notes: All meters quoted are Stainless Steel, Floating Flange, Master Meter Octave Ultrasonic with Encoder Module and 25' Nicor Connector. Flanged spool pieces with test ports where applicable to make up specified lay lengths.

Package Items

1.1	Meter Size	Meter Type	Length
	3"	Ultrasonic	12"

Quantity: 1 UOM: AMR Complete Meter Unit Price: \$1,495.00 Total: \$1,495.00

1.2	Meter Size	Meter Type	Length
	3"	Ultrasonic	17"

Quantity: 101 UOM: AMR Complete Meter Unit Price Price: \$1,700.00 Total: \$171,700.00

1.3	Meter Size	Meter Type	Length
	4"	Ultrasonic	14"

Quantity: 1 UOM: AMR Complete Meter Unit Price: \$1,900.00 Total: \$1,900.00

1.4	Meter Size	Meter Type	Length
	4"	Ultrasonic	20"

Quantity: 20 UOM: AMR Complete Meter Unit Price: \$2,300.00 Total: \$46,000.00

1.5

Meter Size	Meter Type	Length
6"	Ultrasonic	18"

Quantity: 1 UOM: AMR Complete Meter Unit Price: \$3,150.00 Total: \$3,150.00

1.6

Meter Size	Meter Type	Length
6"	Ultrasonic	24"

Quantity: 6 UOM: AMR Complete Meter Unit Price: \$3,850.00 Total: \$23,100.00

1.7

Meter Size	Meter Type	Length
8"	Ultrasonic	20"

Quantity: 1 UOM: AMR Complete Meter Unit Price: \$4,100.00 Total: \$4,100.00

2 Package Header

Section II: United Measuring Element (UME) Price Schedule per Unit

Quantity: 1 UOM: EA Price: \$8.00 Total: \$8.00

Supplier Notes: No Bid

Package Items

2.1

Meter Size	Meter Type
3"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$1.00 Total: \$2.00

Supplier Notes: no bid

2.2

Meter Size	Meter Type
4"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$1.00 Total: \$2.00

Supplier Notes: no bid

2.3

Meter Size	Meter Type
6"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$1.00 Total: \$2.00Supplier Notes: no bid

2.4

Meter Size	Meter Type
8"	Ultrasonic

Quantity: 2 UOM: UME Unit Price Price: \$1.00 Total: \$2.00Supplier Notes: no bid**3 Package Header**

Section III: Associated Individual Components and Spares Price Schedule per Unit

Quantity: 1 UOM: EA Total: \$161.00**Package Items**

3.1

Component/Spare	Meter Type
Transmitter	Ultrasonic

Quantity: 131 UOM: UME Unit Price Price: \$1.00 Total: \$131.00Supplier Notes: no bid

3.2

Component/Spare	Meter Type
6 Foot Antenna	Ultrasonic

Quantity: 25 UOM: UME Unit Price Price: \$1.00 Total: \$25.00Supplier Notes: no bid

3.3

Component/Spare	Meter Type
20 Foot Antenna	Ultrasonic

Quantity: 5 UOM: UME Unit Price Price: \$1.00 Total: \$5.00Supplier Notes: no bid**Response Total: \$251,614.00**

SPECIFICATION

Category: Cold Water Meter

Type: Ultrasonic Transit-Time

Size: 2" – 12"

Applicable AWWA Standard: C750



Version 2.18

1. GENERAL

Except as otherwise modified or supplemented herein, the latest revision of AWWA Standard C750 Transit-Time Flowmeters shall provide theory and operation specifics on the basic ultrasonic concept. This document will govern the materials, design, manufacture and testing of all meters furnished under this specification or equal as approved by the Director or his appointed agent.

AWWA Standard C750 is considered by the [Click here and type Name of Utility] to be only the minimum requirements and shall be supplemented herein to ensure the quality required by the utilities department.

Meters shall be manufactured by a company with a minimum of ten (10) years experience in manufacturing *various types* of cold water meters such as Multi-jet, Positive Displacement, Compound and Turbine Type water meters. The Manufacturer's corporate home office shall be in the United States.

Meters shall be bid without strainers and without companion flanges.

The water utilities department reserves the right to request a sample meter of a small size to study prior to awarding bids.

2. METER MAIN CASE

Outer cases shall provide full compliance with ANSI/NSF 372 (AB1953 or NSF61 G), and be made of one of the following materials:

- 1) 3" – 12": Cast ductile iron alloy equaling or exceeding AWWA Standards such as those listed in ASTM A536 or ASTM A126. The maincase shall be protected by a complete fusion-bonded coating conforming to AWWA C-550.
- 2) 2" – 8": Stainless Steel SAE Grade 316 equaling or exceeding AWWA Standards such as those listed in ASTM A269.

All external bolts and nuts shall be made of bronze or stainless steel, and shall be so designed for easy removal after having been in service for a long period of time.

The main case shall withstand a working pressure of 175 PSI without leakage, seepage in the castings, or distortion affecting the free and accurate operation of the measuring unit.

The size of the meter and the direction of flow shall be case in raised letters on the outer surface of the case.

3. REGISTER COVER

The register box shall be made of an engineering plastic with the manufacturer's serial number inside the register lid. Serial number of the meter shall also be permanently programmed in the electronic register.

Register cover box shall be attached to main case in a tamper resistant manner. The register cover box shall be equipped with a hinged lid that will overlap the register to protect the reading area.

4. REGISTER

The factory sealed register shall be electronically driven only and shall be furnished with a low flow leak detection symbol and with a reverse flow notification symbol. The register shall be identical within a given size or model subject to the programming of appropriate flow factors for the particular meter. An effectively tamper proof meter with a displayed tamper indication symbol, is required. The register shall be programmed initially to read in US. Gallons or Cubic Feet as ordered by the [Click here and type Name of Utility]. The transparent LCD register glass lens shall be made of molded heat-treated 0.25" glass to ensure against scratching and breakage. Serial number shall be permanently programmed in the electronic register.

As defined in these specifications, a "factory sealed" register shall mean an NEMA 6P / IP68 rating which protects the meter and register against fogging, moisture, and dust, and is electronically driven by the measuring section transit time sensors. Registers and meters must be fully submersible, therefore meters that do not meet an NEMA 6P / IP68 rating shall not be considered.

Appearance of any fogging or moisture inside the register within the warranty period shall constitute component failure and will require a factory replacement.

The register shall have a multi-line display with a minimum of 12 digits on the totalizer with a stationary decimal separating single billable units from fractional billing units. The register shall have a 4 digit rate of flow indicator with a floating decimal to allow high resolution flow measurement. The register shall have the ability to display 1/1000th of a measurement unit to allow high resolution for low flow meter testing or on-site inspections. The LCD shall indicate reverse flow, rate of flow, low battery indication, leak alert, water temperature, as well as no flow condition. When the meter is providing an encoder output (as described in Section 6A), the LCD shall clearly distinguish the digits for the encoder output reading by displaying lines above the encoder reading.

5. MEASURING SECTION

The measuring section shall be a unitized unit, completely integral to the meter body. The measuring section shall not include any moving parts and the measuring section shall have an unobstructed flow passage area at least equal to 50% of the nominal Schedule 40 pipe size corresponding to the meter's size.

All parts of the measuring section shall be similar with assemblies of the same size and material.

The measuring section shall be secured in a position in the main case in such a manner that slight distortion of the outer meter case will not affect the sensitivity or registration of the meter.

To ensure longevity of service, the performance of the measuring chamber shall be guaranteed to meet required Compound meter accuracy standards of AWWA M6 Manual for a period of two years from date of manufacturer's shipment.

The measuring section shall be covered for this period by written warranty as required or mentioned elsewhere in these specifications.

6. SIGNAL PROCESSING

Paired transducers are to be mounted in the chordal direct configuration in the measuring section to measure the actual transit time of the initiated and reception-generated ultrasonic sound pulses. Transit time measurements for a single pass of initiated and return pulses are to be accurate to within 300 pico-seconds for a loop time.

Multiple measurements are sampled at a minimum of 1 second intervals of these transit time loops that are made to significantly improve accuracy over a single pass transit time measurements as employed in typical AWWA C750 ultrasonic meters to achieve low flow rate measuring accuracy.

When the meter is in storage or in transportation, the meter shall go into SLEEP mode to preserve the battery. Normal sampling and flow measurement shall be automatic and shall not require special software or tools to turn the meter on.

Ultrasonic meters using single directional sound transmission to determine flow measurements are not acceptable. Meters that use measurement principals based on Faraday's Law are not permitted.

6A. SIGNAL OUTPUTS

The meter shall have 4 optional outputs – Analog (4-20), Digital pulse output (open drain or dry contact), Modbus, or encoder output.

The Analog Output is a 4 – 20 mA current loop (the end user must supply power to the unit). The 4 mA parameter is set to 0 GPM and the 20 mA parameter shall be scaled to the user's requirements, as long as it does not exceed the meter's maximum flow rate.

The Digital pulse output is to be either an open drain transistor output, or a dry contact relay, that provides pulse per quantity, configurable to the following options:

1. Net flow pulses
2. Forward flow pulses
3. Reverse flow pulses

The Modbus output is a Master-Slave protocol for monitoring the following alarms and system values:

1. Leak
2. Pipe Burst
3. Reverse Flow
4. Tamper
5. Low Battery
6. Flow Rate
7. Volume

The Encoder Output is to be serial communication collector utilizing UI1203 or UI1204 communication protocol. The [Click **here** and type Name of Utility] shall designate at the time of order if single or dual output is required and shall designate the type of wired output that is desired. Available options are 1) bare colored wires, 2) Nicor compatible connector, 3) Itron compatible connector, or 4) magnetic coupled TouchPad. Encoder output provides the following data through the output cable.

- 1) Encoder Single output provides the following
 - Meter ID
 - Meter Totalizer Reading (up to 8 digits maximum)
- 2) Encoder Dual output provides
 - One encoder reading with the following
 - i. Meter ID
 - ii. Meter Totalizer Reading (up to 8 digits maximum)
 - One scalable open drain pulse output with the following option
 - i. Net flow pulse
 - ii. Forward flow pulse
 - iii. Reverse flow pulse

The [Click **here** and type Name of Utility] shall choose one of these four basic output choices with dependent options on the Digital pulse option.

7. INSTALLATION REQUIREMENTS

Meters shall be designed so that no strainer or straightening vanes are required. There shall be no internal parts blocking the waterway. No straight runs of pipe shall be necessary before or after the meter.

8. ACCURACY AND HEAD LOSS TESTS

Meters shall EXCEED current AWWA C-702 test flow, head loss and accuracy standards as follows.

SIZE	SAFE MAXIMUM FLOW RATE	C-750 FLOW RANGE ACCURACY $\pm 0.5\%$	NORMAL FLOW RANGE ACCURACY $\pm 1.5\%$	EXTENDED LOW FLOW RANGE ACCURACY $\pm 5\%$	HEAD LOSS @ SAFE MAXIMUM
2"	250 GPM	4- 200 GPM	1/2 GPM - 250 GPM	0.25 GPM	1.3 PSI
3"	500 GPM	5 – 350 GPM	1 GPM - 500 GPM	0.50 GPM	2.4 PSI
4"	1,000 GPM	15 – 700 GPM	1 1/2 GPM - 1,000 GPM	0.75 GPM	3.7 PSI
6"	1,600 GPM	20 – 1,150 GPM	3 GPM - 1,600 GPM	2 GPM	6.5 PSI
8"	2,800 GPM	50 – 2,000 GPM	5 GPM - 2,800 GPM	4 GPM	4.5 PSI
10"	5,500 GPM	90 – 4,400 GPM	14 GPM - 5,500 GPM	9 GPM	2.9 PSI
12"x10"	5,500 GPM	90 – 4,400 GPM	14 GPM - 5,500 GPM	9 GPM	2.9 PSI

9. REAL TIME CLOCK

Meters shall have a real time clock and be capable of providing:

1. Data logging direct from the meter, without the requirement of an RF endpoint. The data logger shall provide two data loggings; one data log in minute readings with a minimum of 2,700 data points, and the second data log in hourly readings with a minimum of 1,400 data points. Each log shall be configurable by the City. The meter shall be able to log at a minimum of one minute resolution on the first log and a minimum resolution of one hour on the second log. Data logger shall also log system events, tamper, low battery, and reverse flow measurement.
2. Meter shall have the *option* to be Sabbath compliant by turning off the visual LCD during Sabbath and other high holidays. During this time, the meter shall still measure flow but does not display the reading on the LCD until the designated time period has ended.

10. PRESSURE CAPABILITY

Meters shall operate up to a working pressure of one hundred seventy five (175) pounds per square inch (PSI) and to a temperature of 122 degrees Fahrenheit, without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure to possible distortion.

11. ACCEPTABLE METERS

In the interest of standardization, the following meter lines are acceptable to the [Click here and type Name of Utility] provided they fully comply with the above specifications and meet all requirements in the bid package:

1. MASTER METER OCTAVE
2. APPROVED EQUAL

All meter models above shall be at a minimum ultrasonic type with at least two transit time paths. All meters not listed above shall pre-qualify. In order to pre-qualify, the manufacturer shall send necessary drawings and technical data to the [Click here and type Name of Utility] and complete a minimum of six-months in field testing. Any exceptions to the specifications shall be pre-qualified by the above method.

12. BIDDERS RESPONSIBILITY TO THIS SPECIFICATION

It is the responsibility of each bidder to carefully examine these specifications and the bid documents and become familiar with the requirements set forth herein. In addition, it is the responsibility of each bidder to submit all necessary information concerning their product to the [Click here and type Name of Utility]. Failure to do so could result in your bid being declared as non-responsive.



Consolidated Measurement and Systems Products & Meter Accuracy Warranty



Multi-Jet 5/8" – 2" and Positive Displacement 5/8" – 1"

Scope of Integrity

This warranty applies exclusively to Master Meter Multi-jet 5/8", 3/4", 1", 1.5", and 2" meters and Positive Displacement 5/8", 3/4", and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Materials and Workmanship

If used and installed as described above, Master Meter warrants all Multi-jet (5/8", 3/4", 1", 1.5" and 2") and Positive Displacement (5/8", 3/4", and 1") to be free from defects in materials and workmanship for a **period of 24 months**.

Case Integrity

If used and installed as described above, Master Meter, Inc. warrants that the low lead bronze cases of the 5/8", 3/4", 1", 1.5" and 2" Multi-Jet Meters and the 5/8", 3/4", and 1" Positive Displacement Meters will retain their structural integrity **for a period of 25 years** from the date of Master Meter shipment.

*The Master Meter Positive Displacement meets or exceeds the AWWA's most recent revision of C700 Standard for Accuracy
The Master Meter Multi-jet meets or exceeds the AWWA's most recent revision of C708 Standard for Accuracy.*

20 YEAR TOTAL ACCURACY GUARANTEE					
	5 YEARS NEW		15 YEARS REPAIRED		
	5/8" x 3/4"	3/4"	1"	1.5"	2"
NEW Meter Accuracy	5 Years or 750,000 USG	5 Years or 750,000 USG	5 Years or 1,100,000 USG	5 Years or 1,600,000 USG	5 Years or 2,100,000 USG
REPAIRED Meter Accuracy	15 Years or 2,500,000 USG	15 Years or 2,500,000 USG	15 Years or 3,250,000 USG	15 Years or 5,600,000 USG	15 Years or 10,400,000 USG



Ultrasonic Smart Measurement

SONATA Ultrasonic for Residential Applications

Scope of Integrity

This warranty applies exclusively to Master Meter Sonata 5/8", 3/4" and 1" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Case Integrity


If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will retain their structural integrity for a **period of 20 years**.

Electronics

If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") batteries, transducers, LCD, and communications output (encoder, or integrated 3G Radio) will be warranted for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11 – 20 as listed below.

Accuracy

Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below.



Ultrasonic Warranty Schedule

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Sonata 3G, Sonata Encoder										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
Octave																			

OCTAVE Ultrasonic for Commercial and Industrial (C&I) Applications

Scope of Integrity

This warranty applies exclusively to Master Meter Octave 1.5" - 12" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Case Integrity

If used and installed as described above, Master Meter warrants all Octave meters (1.5" – 12") will retain their structural integrity for a **period of 10 years**.

Electronics

If used and installed as described above, Master Meter warrants all Octave meters (1.5" - 12") main board, batteries, transducers and LCD will be warranted for a **period of 10 years**. Externally attached communication output modules (encoder, pulse, 4-20, dual output and Modbus) will be warranted for a **period of 1 year**.

Accuracy

Master Meter warrants all Octave meters (1.5" - 12") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Octave Product Data Sheet for a **period of 10 years**.



C&I Products – Turbines, Fire Hydrant Meters

Turbine Meters and Fire Hydrant Meters

Master Meter 2" – 8" bronze body and 10" and 12" cast iron body **Turbine Meters** and **Fire Hydrant Meters** are warranted to perform to all applicable AWWA accuracy standards. Turbine and Fire Hydrant Meters are warranted be free from **material and workmanship** defects for **two years (24 months)** as of the date of Master Meter's shipment. Master Meter Turbine and Fire Hydrant Meters are warranted for accuracy for **one (1) year** from the date of Master Meter shipment.

Allegro Infrastructure & Equipment Warranty

Base Station	One (1) year ²
Repeater ¹	One (1) year ²
Mobile Receiver	One (1) year

1. **Repeater.** This covers all versions of repeaters, including but not limited to: Standard Repeater, Photocell Repeater, and Solar Repeater

2. **Extended Warranty.** Additional warranty for Allegro Infrastructure Equipment can be purchased on a per unit basis. Master Meter's Extended Warranty must be purchased within 12 months of the original shipment date of equipment. Eligibility is based on continuous annual enrollment.

Escalation for Services: five percent (5%). Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

ALL MASTER METER PRODUCTS NOT SPECIFICALLY IDENTIFIED ABOVE, OR ANY METER USED FOR NON-POTABLE WATER, ARE WARRANTED TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR AS OF THE DATE OF MASTER METER'S SHIPMENT.

Register & Electronics – General Limited Warranty



Years

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20					
Direct Read Register																								
3G-DS AMR & External Transceivers										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%	40%				
3G-DS Interpreter and Interpreter II Register & External Transceivers										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%	40%				
Allegro™ Registers & External Tranceivers										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%	40%				
Interpreter Register for GridLinX™ & External Tranceivers										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%	40%				
Interpreter Register for Itron® & External Tranceivers										30%	30%	30%	30%	30%	40%	40%	40%	40%	40%	40%				
eLinX Electronic Encoder Register										<div>Prorated Replacement Cost</div>														
AccuLinX Encoder Register																								
ReadMaster™ Register																								

DISCOUNT PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY MASTER METER UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, MASTER METER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT MASTER METER DETERMINES THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY MASTER METER OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE.

1. Master Meter, Inc. ("Master Meter") warrants its products and parts to be free from defects in material and workmanship for **one (1) year** from the date of Master Meter's shipment, if not otherwise specified or as set forth in this document.

II. Allegro™ Integrated registers and Allegro™ External Transceiver Modules are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings of twice daily transmissions of 12 hourly interval reads, allowing for no more than 2 customer requested firmware upgrades for the life of the product, and no more than 4 data logs per year.) All other Allegro System Components are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

III. **DIALOG 3G™ DS, DIALOG 3G™ DS Interpreter / Interpreter II** registers, and **DIALOG 3G™ External Transceiver Modules** are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years**

based on the discounted rate value listing above (configured to the original factory settings with a typical usage of no more than 4 data logs per year.) All other DIALOG 3G DS System components and features are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

IV. Interpreter™ Register with GridLinx™ Protocol, Interpreter™ Register with Itron® (formerly Silver Spring Networks) Protocol, and all GridLinx or Itron External Transceiver Modules operating on the GridLinx and Itron Network are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings.) All other System Components for Registers based on GridLinx and Itron Network are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

V. **AccuLinx™, eLinx™, and DIRECT READ** registers are warranted to be free from material and workmanship defects for **ten (10) years**, and **DIRECT READ** registers for **fifteen (15) years**, from date of Master Meter shipment. All other Master Meter products not specifically



identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of Master Meter shipment.

VI. ReadMaster™ registers are warranted to be free from material and workmanship defects for **five (5) years** from date of shipment by Master Meter (*configured to the original factory settings four (4) transmissions daily*). All other ReadMaster system components not specifically identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of shipment by Master Meter.

VII. DIALOG 3G™ Gas Modules and DIALOG 3G™ Electric Modules are warranted to be free from defects in material and workmanship for **one (1) year** from date of shipment by Master Meter.

VIII. RETURNS: Master Meter's obligation, and Customer's exclusive remedy, under this Limited Warranty is, at Master Meter's option, to repair or replace the product, provided the Customer (a) returns the product to the location designated by Master Meter within the warranty period; and (b) prepays the freight costs to such location.

Warranty & Limits of Liability

This warranty does not apply to meters or registers determined by Master Meter, at its sole discretion, to have been damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Master Meter, Inc. installation instructions, misapplication or other use not as described on this document, acts of God or other conditions beyond the control of Master Meter, Inc. This warranty is null and void if it is determined by Master Meter that a meter is altered by the addition of any register not manufactured by or on behalf of Master Meter, Inc. for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Master Meter, Inc. The accuracy warranty shall be void if an examination of the customer's water system shows poor water quality causing an unusually adverse effect on metering equipment.

Master Meter's liability under this warranty is expressly limited to repair or replacement of the product, or similar product and/or component, at Master Meter's sole discretion, at Master Meter's option. The repaired or replacement product will maintain the original meter's warranty based on the original purchase date. The customer must pay for freight cost of the returned product or products to the factory or service center designated by Master Meter. The product returned becomes the property of Master Meter.

If product is not determined to be under warranty, customer will pay freight for return of the original product. If the product is determined to be under warranty, the product will be repaired and returned to the customer, replaced, or Master Meter will determine a suitable substitute (at Master Meter's sole option), with freight paid by Master Meter. The original product returned becomes the property of Master Meter. Master Meter shall not be liable for special, incidental, in-direct or consequential damages of any kind.

The return of products for warranty claims must follow Master Meter's Returned Materials Authorization (RMA) procedures. All Master Meter Products returned must be affixed with an approved Return Authorization form. For all returns, Master Meter reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Master Meter may, at its discretion, replace such Obsolete Product with a different product model ("Replacement Product"), provided that the Replacement Product has substantially similar features as the Obsolete Product.

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

If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED (EXCEPT FOR WARRANTY OF TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND MASTER METER, INC. AND ITS BUSINESS PARTNERS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN BIAS (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY METER OR REGISTER WHICH FAILS TO MEET THE TERMS OF THE WARRANTY STATED IN THIS DOCUMENT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE.

Disclaimer. EXCEPT FOR THE WARRANTY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING



NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE SELLER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Sole Remedy. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES, WITH JURISDICTION AND VENUE IN THE STATE OR FEDERAL COURTS OF TARRANT COUNTY, TEXAS. THE PARTIES CONSENT TO THE PERSONAL JURISDICTION OF, AND VENUE IN, SUCH COURTS AND AGREE THAT NO SUCH COURT IS AN INCONVENIENT FORUM.

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MasterMeter.com

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CITY OF LAREDO
PURCHASING DIVISION



**CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR BIDS**

**AMR/AMI WATER METERS
UTILITIES DEPARTMENT**

Public Notice

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M on October 18, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 19, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: AMR/AMI Water Meters – Utilities Department
FY24-003**

Bids can be downloaded and submitted through Cit-E-Bid:

<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

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

CITY OF LAREDO
PURCHASING DIVISION



**City of Laredo
Purchasing Division**

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed bids, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, for awarding a two-year contract for the purchase of AMR/AMI water meters, meter kits (register/endpoint/antenna) and Unitizing Measuring Elements (UME's) for the Utilities Department. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx> Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until 5:00 P.M. on October 18, 2023; and all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 19, 2023.

Hand delivered bids are to be submitted in a sealed envelope clearly marked:

**Bid: AMR/AMI Water Meters – Utilities Department
FY24-003**

**Bids can be downloaded and submitted through
Cit-E-Bid:**


<https://cityoflaredo.ionwave.net/Login.aspx>

Hand Delivered:

City of Laredo – City Secretary
C/O Jose A. Valdez Jr.
City Hall – Third Floor
1110 Houston Street
Laredo, Texas 78040

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

WITNESS MY HAND AND SEAL, ON THIS 28th DAY OF SEPTEMBER 2023.


For: Jose A. Valdez Jr.
City Secretary

**CITY OF LAREDO
PURCHASING DIVISION**

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

GENERAL CONDITIONS

Bidders are required to submit bids upon the following expressed conditions:

- (a) Bidders 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 requests additional compensation.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder 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) Bidders are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

1.0 PREPARATION OF BIDS Bids will be prepared in accordance with the following:

- (a) All information required by the bid 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.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Bidders will not include Federal taxes or State of Texas limited sales tax in bid prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFB, or as a result of issuance of this RFB.

2.0 DESCRIPTION OF SUPPLIES Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3.0 SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. If submitted electronically, this information shall be submitted electronically on Cit-E-Bid system by going to the following link: <https://cityoflaredo.ionwave.net/Login.aspx>
- (b) Unless otherwise noted on the Notice to Bidders cover sheet, all hand delivered bids must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street.
- (c) Bids forms can be downloaded and printed through Cit-E-Bid. **Mailed Bids (i.e. USPS, FedEx, UPS), telegraphic, email or facsimile bids will not be considered.**
- (d) 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 bidder's expense.
- (e) Bids must be valid for a minimum period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4.0 REJECTION OF BIDS The City may reject a bid if:

- (a) Bidder misstates or conceals any material fact in the bid.
- (b) Bid does not strictly conform to the law or the requirements of the bid.
- (c) Bidder is in arrears on existing contracts or taxes with the City of Laredo.
- (d) If bids are conditional. Bidder may qualify their bid for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis bid must include all items in the specifications.
- (e) In the event that a bidder is delinquent in the payment of City taxes on the day the bids are opened, including state and local taxes, such fact shall constitute grounds for rejection of the bid or cancellation of the contract. A bidder is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.

**CITY OF LAREDO
PURCHASING DIVISION**

- (f) No bid submitted herein shall be considered unless the bidder warrants that, upon execution of a contract with the City of Laredo, bidder will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. Bidder will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all bids or any part of a bid whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any bid.
- 5.0 WITHDRAWAL OF BIDS** Bids may not be withdrawn after they have been publicly opened, unless approved by the City Council.
- 6.0 LATE BIDS OR MODIFICATIONS** Bids and modifications received after the time set for the bid deadline will not be considered. Late bids will be returned to the bidder unopened.
- 7.0 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS** If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, they may submit to the City Purchasing Agent on or before seven (7) calendar days prior to the scheduled bid deadline a request for clarification which must be submitted in writing through email seven (7) days prior to the scheduled date for opening to:
CITY OF LAREDO PURCHASING AGENT Miguel A. Pescador
5512 Thomas Ave,
Laredo, TX 78041
mpescador@ci.laredo.tx.us
or Questions & Responses section on Cit-E-Bid system. Any vendor submitting questions shall make reference to a specific bid number, section, page and item of this solicitation. In case there are changes, additions, and/or edits to the original scope of work, and addendum will be issued by the purchasing agent to all vendors through Cit-E-Bid system under Questions and Responses section to clarify any inquiries. The City will not be responsible for any other explanations or interpretations of the proposed bid made or given prior to the bid opening or award of contract.
- (a) **Protest Procedures:** The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
- (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
- (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager. All protests must be duly submitted via Certified Mail to:
City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.
- 8.0 BIDDER DISCOUNTS**
- (a) Percent discounts within a certain period of time will be accepted but cannot be used in the bid evaluation. 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.

**CITY OF LAREDO
PURCHASING DIVISION**

9.0 INTENT OF CONTRACT

- a) **ANNUAL SUPPLY/SERVICE CONTRACTS:** This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and 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. All annual contracts shall be bound by the terms of the bid documents. In the event a new contract cannot be executed on the anniversary date of the original term or renewal term, the contract may be renewed month to month until a new contract is executed.
- The City's obligation for performance of an annual supply 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

- (a) This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas – Local Government Code. Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is: *"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."*
- (b) The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Destination, Laredo, Texas, unless otherwise specified in the invitation to bid. The place of delivery shall be that set forth in the bid specifications and/or purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie bid, the successful bidder will be determined by choosing lots at the City Council meeting chambers.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in bid.
 2. Contractor 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.
 3. The contractor makes an unauthorized assignment for the benefit of any contractor.
Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten (10) calendar 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 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.

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All invoices shall be mailed to the
Accounts Payable Office, City Hall, and
PO. Box 210
Laredo, Texas 78042.

- (d) The City of Laredo offers electronic funds transfer (ETF) payments in lieu of check payment when a vendor has filled out an Electronic Funds Transfer Authorization Form issued by the City of Laredo or upon request from the vendor. This ensures prompt payment directly deposited to a bank account. The estimated payment time is up fifteen (15) days from the date payment is processed. (e) For any inquiries on payment status or general billing questions please contact:

Jorge J. Jolly,
Accounts Payable Manager
956-791-7328
jjolly@ci.laredo.tx.us
1110 Houston St.
Laredo, TX 78040.

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

13.0 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 occurrence 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.

**CITY OF LAREDO
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- (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 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.
- (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.
- (j) 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.
- (l) 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.

14.0 CONTRACT REQUIREMENTS

14.1 CODE OF ETHICS ORDINANCE 2012-0-126

Vendors doing business with the City of Laredo shall comply with all provisions of the City of Laredo's Code of Ethics.

14.2 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.

**CITY OF LAREDO
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This no contact provision shall conclude when the contract is awarded. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

14.3 NON-COLLUSIVE AFFIDAVIT (Attached)

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.

14.4 CONTRACT DISCLOSURE FORMS (Attached)

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 Bid Only****

14.5 CONFLICT OF INTEREST FORMS (Attached)

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.

14.6 TEXAS ETHICS COMMISSION (Form 1295, Attached)

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, <https://www.ethics.state.tx.us/tec/1295-Info.htm>

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 will result in the cancellation of the contract.

15.0 DISQUALIFICATION & DEBARMENT CERTIFICATION

By submitting this 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 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.

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The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its 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 the 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.

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.

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PURCHASING DIVISION

**Formal Invitation for Bids
AMR/AMI Water Meters
Utilities Department**

16.0 Scope of Work

The City of Laredo currently has a Neptune AMR (Automatic Meter Reading) and AMI (Advanced Metering Infrastructure) systems. The City is requesting bids for the awarding of a twenty-four (24) month supply contract for the purchase of Ultrasonic AMR water meters, Unitizing Measuring Elements (UMEs) and component accessories to be used by the Utilities Department. The meters, UMEs and component accessories must be Neptune Mach 10 R900i (V5) or better or City approved equal meter and work with our current Neptune AMR infrastructure system and software. Copies of the bid specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com or through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

16.1 All questions for this bid shall be submitted through Cit-E-Bid no later than, October 7, 2023, 2:00 P.M.

16.2 For additional questions regarding these specifications please contact:

Contact	Phone#	Email
Margarita Ayala	(956) 721-2005	mayala0@ci.laredo.tx.us

17.0 General Conditions

17.1 Bidders are required to submit their bids upon the following expressed conditions:

Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure of omission on the part of the bidder 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.

17.2 Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.

17.3 Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.

17.4 The quantities listed on the attached sheets are approximate quantities for the period of two years.

17.5 Supply and delivery of 3", 4" 6" and 8" Ultrasonic water meters; Unitized Measuring Elements (UMEs) and all associated individual components and spare parts. All water meters must be complete with encoder registers and antenna. The attached antenna must be pre-assembled.

17.6 *****Attachment A shall be completed and uploaded onto Cit-E-Bid.*****

18.0 Award of Contract

This contract will be awarded by sections to the (lowest responsive responsible bidder or bidders), in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

Definition of lowest responsive and responsible bidder as per the Institute for Public Procurement is:

"Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents."

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Annual Supply/Service Contract: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and 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.

18.1 Disclosure of Interested Parties

Section 2252.908 applies only to a contract entered into on or after Jan. 1, 2016. (Only if awarded contract is approved by City Council). The form must be submitted electronically through the Texas Ethics Commission website. Once the form is submitted and given a unique registration number, the business entity must manually sign the form and have it notarized. The form should be sent to the government entity which will then verify the form on the Texas Ethics Commission website.

19.0 Term of Contract

The term of this contract shall be for a period of two (2) years beginning as of the date of its execution. The contract may be extended for three, additional one (1) year periods. Should the vendor desire to extend the contract for the additional one-year period, it must so notify the City in writing no later than sixty (60) days before the expiration of the prior term. Such notification shall be effective upon actual receipt by the City. Renewals shall be in writing and signed by the City's Purchasing Manager & City Manager or his designee, without further action by the Laredo City Council, subject to and contingent upon appropriation of funding therefore. All annual contracts shall bound by the terms of the bid documents. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Purchasing Manager & City Manager or his designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore. The City reserves the right to renew or rebid this contract, if the appropriated funds initially approved by City Council are exhausted before the contract expiration date.

19.1 This contract shall be the responsibility of and administered by the vendor and the City of Laredo Utilities Department.

20.0 Price Adjustment*****

During the period of this contract, prices may be increased and decreased. The City of Laredo will allow unit price adjustments upwardly or downwardly when correlated with an industry wide adjustment. Any request for reasonable price adjustments will be considered. Justification for the requested adjustment on original fixed pricing must have mutual consent from both parties and be supported by appropriate documentation. The City will not take action to intentionally delay legitimate manufacturer unit price increases. The City of Laredo reserves the right to cancel the contract if the price increase is deemed excessive; a new contract vendor will be selected on the basis of competitive bids. Documentation may be emailed to mpescador@ci.laredo.tx.us

21.0 Termination of Contract

This contract shall be for an initial period of two years or twenty four months from the commencement date. Either party will have the right to terminate the contract by giving written notice to the other party at least 3 months before the end of the initial period of the contract or at least 30 days at any point after the end of the initial period. Either party may terminate this contract by written notice to the other at any time if the other party:

Commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 10 days of being required to do so in writing; or becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.

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22.0 Required Format and Contents of Bid Submission

For a bid to be considered it must contain the following information:

Company Information Questionnaire

Signed Price Schedule

Conflict of Interest Questionnaire

Non-Collusive Affidavit

Discretionary Contract Disclosure

Certificate of Interested Parties (Form 1295)

CITY OF LAREDO
PURCHASING DIVISION

23.0 Bidder Information Questionnaire

Bidder Information/Business Questionnaire:

Please complete all information requested below and submit with your bid 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 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".

Name of Offeror (Business) HydroPro Solutions

Signature _____
of person authorized to sign bid

Date 10/12/2023

Print Name Greg Broyles
of person authorized to sign bid

Title: Executive Vice President

Business Address: 907 Rockmoor Dr.

City, State, Zip Code: Georgetown TX 78628

Telephone Number: 512-996-8944

Fax Number: 512-996-8938

Contact Person Email Address: greg@hydroprosolutions.com

Federal Tax ID Number: 45-551009

Bidders Principal/Corporate Place of Business Address: 907 Rockmoor Dr. Georgetown TX 78628

Indicated Status of Business:

Corporation ☒ (LLC) Partnership _____

Sole Proprietorship _____

Other: _____

If other state business status: _____

State how long under its present business name: 2012 (11 years)

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

n/a

Will bidder/proposer provide a copy of its financial statements for the last two years, if requested by the City of Laredo? Yes / No

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Has the business, or any officer or partner thereof, failed to complete a contract? Yes / No

Is any litigation pending against the Business? Yes / No

Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes / No
If yes, offer need to explain the expected impact both in organizational and directional terms.

Has the Business ever been declared "not responsive" for the purpose of any governmental agency contract award? Yes / No

Has the Business been debarred, suspended, proposed for debarment, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? Yes / No

Are there any proceedings, pending relating to the Business responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract? Yes / No

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 in default? Yes / No

Is the Business in arrears in any contract or debt? Yes / No

Has the Business been a defaulter, as a principal, surety, or otherwise? Yes / No

Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason? Yes / No

State if company is a certified minority business enterprise:

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: ☒

The above minority 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

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24.0 Price Schedule

24.1 Section I: Meter Price Schedule per Unit

Meter Size	Meter Type	Length	Est. Qty's	AMR Complete Meter Unit Price	Ext. Total
3"	Ultrasonic	12"	1	\$ 1,495.00	\$ 1,495.00
3"	Ultrasonic	17"	101	1,700.00	171,700.00
4"	Ultrasonic	14"	1	\$ 1,900.00	\$ 1,900.00
4"	Ultrasonic	20"	20	2,300.00	46,000.00
6"	Ultrasonic	18"	1	\$ 3,150.00	\$ 3,150.00
6"	Ultrasonic	24"	6	3,850.00	23,100.00
8"	Ultrasonic	20"	1	\$ 4,100.00	\$ 4,100.00
				Total	\$ 251,445.00

24.2 Section II: United Measuring Element (UME) Price Schedule per Unit

Meter Size	Meter Type	Est. Qty's	UME Unit Price	Ext. Total
3"	Ultrasonic	2	\$	\$ no bid
4"	Ultrasonic	2	\$	\$ no bid
6"	Ultrasonic	2	\$	\$ no bid
8"	Ultrasonic	2	\$	\$ no bid
			Total	\$ no bid

24.3 Section III: Associated Individual Components and Spares Price Schedule per Unit

Component/Spare	Meter Type	Est. Qty's	Component/Spare Unit Price	Ext. Total
Transmitter	Ultrasonic	131	\$	\$ no bid
6 Foot Antenna	Ultrasonic	25	\$	\$ no bid
20 Foot Antenna	Ultrasonic	5	\$	\$ no bid
			Total	\$ no bid

Company Name: HydroPro Solutions

Owner/President Name: Chris Phillips, Greg Broyles, Maurice De Vries (joint owners)

Company Address: 907 Rockmoor Dr.

City, State, Zip Code: Georgetown TX 78628

Company Authorized Representative's Signature: Greg Broyles

Company Representative's Name: Greg Broyles

Signature on this form indicates agreement with "Instructions to Bidder -- General Terms and Conditions, pricing and all specifications listed on this document."

25.0 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 Miguel A. Pescador, Purchasing Agent at 956-794-1731

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☒ HAVE READ THIS FORM AND ATTEST THAT THERE IS NO CONFLICT OF INTEREST THUS NO VIOLATION OF SECTION 176.006, LOCAL GOVERNMENT CODE EXISTS.

Greg Broyles

10/12/2023

Name

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

n/a

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

n/a

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

n/a

Signature of person doing business with the governmental entity

Date

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26.0

AFFIDAVIT

Project:

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS {}
COUNTY OF WEBB {}

Greg Broyles,

Being first duly sworn, deposes and says:

That he/she is the Executive Vice President of HydroPro Solutions
(a Partner of officer of the firm of, etc.)

The party making the foregoing 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.

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 _____ day of _____ 20_____.

Notary Public

My commission expires:

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27.0



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.

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

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

Roger	G	Broyles	
First	M.I.	Last	Suffix

*2. Contract Information

a) Contract or Project name(s): FY24-003 AMR AMI Meters

b) Originating Department(s): Utilities

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

HydroPro Solutions	<u>Gabe Broyles</u>		
Name (Print)	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 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): _____

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***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: _____

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

☒ Not applicable. No attorneys, lobbyists, or consultants that have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, 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)
- 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 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 individuals.

☐ 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

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by these city officials?

☒ I 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**

☒ 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.

☒ 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.

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***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.

Greg Broyles
Name (Print)

Greg Broyles
Signature

Executive Vice President
Title

HydroPro Solutions
Company or DBA

10/16/2023
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

28.0 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

28.1 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.

28.2 Filing Process:

Starting 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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HydroPro Solutions

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Laredo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

45-5510009 water meters

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
HydroPro Solutions	Georgetown TX USA	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Greg Brooks
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

*******Form does not need to be notarized*******

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29.0 Vendors Instructions:

Hand delivered bids will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M. on October 18, 2023**; and **all bids received will be opened and read publicly at 10:00 A.M. at the Office of the City Secretary on October 19, 2023.**

Hand delivered Bids are to be submitted in a sealed envelope clearly marked:

**Bid: AMR/AMI Water Meters – Utilities Department
FY24-003**

Bids can be downloaded and submitted through Cit-E-Bid: <https://cityoflaredo.ionwave.net/Login.aspx>

or

Hand Delivered:

City of Laredo - City Secretary
C/O Jose A. Valdez Jr.
City Hall - Third Floor
1110 Houston Street
Laredo, Texas 78040

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Attachment A

Water Meter and Register Specifications

Please respond to each requirement by stating "Yes/No" in the Yes box. If the responder feels a clarification is necessary, please add in the description/clarification box. Document shall be uploaded onto Cit-E-Bid.

Requirement	Comply?	Description/Clarification (if necessary)
Specifications		
The water meters to be furnished shall equal or exceed the requirements of the latest revision for AWWA Standard C715 and C-750 for Ultrasonic Type Meters.	Yes	
All meters must meet the Safe Drinking Water Act (SDWA) per NSF/ANSI 61 and NSF/ANSI 372. Documentation verifying NSF certification compliance must be submitted with the Bid.	Yes	
Acceptable meters shall be Neptune AMR (R900i, V5 or better) Ultrasonic Commercial MACH 10 or City approved equal.	Yes	
Meters shall be designated so that no flow strainer or straightening vanes are required. There shall be no internal parts blocking the waterway.	Yes	
Ultrasonic meters must meet the following length requirements: 3" meters-12" and 17", 4" meters-14" and 20", 6" meters-18" and 24" and 8" meters-20".	Yes	
The meter main case shall be a corrosion-resistant, lead-free bronze-only body and shall withstand a working pressure of 175 psi.	No	Meter main case will be stainless steel
All external bolts shall be stainless 316 steel material and be easily removed from the main case.	Yes	
Meters shall conform to current AWWA test flow and accuracy standards and have a factory test tag certifying the accuracy of the flows required by AWWA C715.	Yes	
The meter shall operate at a water temperature range of: +33°F to +122°F (+0.5°C to +50°C).	Yes	
The meter shall operate under the following environmental conditions: operating temperature range of: +14°F to +149°F (-10°C to +65°C) and storage temperature of -40°F to +158°F (-40°C to +70°C).	Yes	
All meters shall have cast on them, in raised characters, the size, model, and direction of flow, and NSF 61 certification.	Yes	

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Requirement	Comply?	Description/Clarification (if necessary)
Meters shall be delivered to the City complete with all necessary components installed so that the meter is ready for use upon arrival. Components include Neptune compatible connection. Additional components required by the City to connect to the Neptune software will be added to the price of the meters quoted for bidding purposes.	Yes	
Registers must be an integrated register and transmitter with no external wires, except for a quick connect to the external antenna and meet AWWA Standard C707-10 (R16) or the latest revised standard issued by AWWA for absolute encoded registers.	Yes	
The solid-state meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter shall provide a fully potted wire connection for use with AMR devices.	Yes	
Registers must come with a 6-foot antenna cable (20-foot if requested) with the antenna. The cable must be suitable for direct burial and exposed mounting. The register and connections must be waterproof and corrosion proof.	Yes	
The register shall comply with NEMA 6P/IP68 rating which protects the meter and register against fogging, moisture and dust and must feature fully potted electronics and battery suitable for submersion in a pit environment.	Yes	
The encoder register shall have a plastic or bronze lid that covers the scratch resistant glass face for added protection with a permanent serial number for identification on the register.	Yes	
The date of manufacture of the register shall be clearly indicated on the face of the register.	Yes	
The register shall have a bar code indicating the register serial number printed on the register.	Yes	
The encoder register shall provide a digital output based on solid state technology. It shall be already programmed to read in U.S. gallons and be Neptune software compatible. It will have a nine (9) digit digital readout at the minimum on the totalizer. The register shall have a rate of flow indicator. The register shall have the ability to display 1/100 th of a measurement unit (3" and 4") and 1/10 th of a measurement unit (6" and 8") to allow high resolution for low flow meter testing or on-site inspections. The register shall indicate at a	Yes	

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Requirement	Comply?	Description/Clarification (if necessary)
minimum reverse flow, rate of flow, empty pipe, low battery indication, and leak alert.	Yes	
The register shall provide an eight (8) digit meter reading for transmission through the AMR endpoint.	Yes	
The register should accumulate and register consumption whether or not it is connected to an AMR endpoint.	Yes	
The register shall subtract reverse flow from the total registration.	Yes	
The measuring section shall be a unitized unit, completely integral to the meter body	Yes	
The meter endpoint shall provide a minimum of 96 days of downloadable consumption data.	Yes	
The encoder technology shall incorporate features that eliminate dashed readings.	Yes	
The manufacturer shall provide tamper resistant registers at no additional cost.	Yes	
Bidders should have a minimum of 10 years' experience with their meters and be actively engaged in the manufacturing of their meters in the United States of America. The meter maincase shall be guaranteed against defects in material and workmanship for the life of the meter from the date of shipment. All electronics, including the battery, shall be warranted against defects and workmanship for a period of 10 years with 5 fixed and 5 at a prorated rate from the date of the shipment. The manufacturer must provide written meter and electronics warranties.	Yes	
It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs or replacements.	Yes	