



Amendment No. 1  
To  
Contract No. GA190000004  
For  
Fire Service Type – Cold Water Meters  
Between  
Thirkettle Corporation  
dba Aqua-Metric Sales Company  
and the  
City of Austin


- 1.0 The City hereby exercises the extension option for the above-referenced contract. This extension option will be November 6, 2020, to November 5, 2021, two options remains.
- 2.0 The total Contract amount is increased by \$305,000.00 by this extension period. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/06/2018 – 11/05/2020	\$610,000.00	\$610,000.00
Amendment No. 1: Option 1 - Extension 11/06/2020 – 11/05/2021	\$305,000.00	\$915,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 August 24, 2020  
Krista Segarra  
Authorized Representative  
Thirkettle Corporation dba Aqua-Metric Sales Company  
16914 Alamo Parkway, Building 2  
Selma, Texas 78154  
[Kristy.segarra@aqua-metric.com](mailto:Kristy.segarra@aqua-metric.com)

Matthew  
Duree

Sign/Date:

Matthew Duree  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701

Digitally signed by  
Matthew Duree  
Date: 2020.10.20  
16:31:40 -05'00'



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

November 6, 2018

Thirkettle Corporation D/B/A Aqua-Metric Sales Company

Kristy Segarra

Manager, Bids and Proposals

6700 Guada Coma Drive

Schertz, TX 78154

[Kristy.segarra@aqua-metric.com](mailto:Kristy.segarra@aqua-metric.com)

Dear Ms. Segarra:

The Austin City Council approved the execution of a contract with your company for Fire Service Type – Cold Water Meters in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	<a href="mailto:Darrell.richmond@austintexas.gov">Darrell.richmond@austintexas.gov</a>
Department Contact Telephone:	512-972-0313
Project Name:	Fire Service Type – Cold Water Meters
Contractor Name:	Thirkettle Corporation D/B/A Aqua-Metric Sales Company
Contract Number:	MA 2200 GA190000004
Contract Period:	11/6/18 – 11/5/2020
Dollar Amount	\$610,000
Extension Options:	3 x 12-month options (\$305,000 per option)
Requisition Number:	RQM 18062900591
Solicitation Type & Number:	IFB 2200 GLB1007
Agenda Item Number:	17
Council Approval Date:	11/1/18

Thank you for your interest in doing business with the City of Austin. If you have questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela

Procurement Specialist III

City of Austin

Purchasing Office

cc: Darrell Richmond  
Andy Ramirez  
Jerry Perez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
Thirkettle Corporation D/B/A Aqua-Metric Sales Company ("Contractor")  
for  
Fire Service Type – Cold Water Meters  
MA 2200 GA190000004**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Thirkettle Corporation D/B/A Aqua-Metric Sales Company having offices at Schertz, TX 78154 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 2200 GLB1007.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 This document
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), 2200 GLB1007 including all documents incorporated by reference
- 1.1.3 Thirkettle Corporation D/B/A Aqua-Metric Sales Company Offer, dated 8/7/2018

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3.
- 1.2.4 **Term of Contract.** he Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

**1.3 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$610,000 for the initial Contract term and \$305,000 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.4 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.


In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**Thirkettle Corporation D/B/A Aqua-Metric Sales Company**

**CITY OF AUSTIN**

Kristy Segarra

Printed Name of Authorized Person

  
Signature

Manager, Bids and Proposals


Title:

November 1, 2018

Date:

Georgia Billela

Printed Name of Authorized Person

  
Signature

Procurement Specialist III

Title:

11/5/18

Date:

**CITY OF AUSTIN**

Sandy Wirtanen

Printed Name of Authorized Person

  
Signature

Procurement Specialist IV

Title:

11/6/18

Date:





**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**INVITATION FOR BID (IFB)**  
**OFFER SHEET**

**SOLICITATION NO:** 2200 GLB1007

**DATE ISSUED:** July 23, 2018

**REQUISITION NO.:** RQM 18062900591

**COMMODITY CODE:** 89044  
**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

Georgia Billela

Procurement Specialist III

**Phone:** (512) 974-2939

**E-Mail:** [Georgia.billela@austintexas.gov](mailto:Georgia.billela@austintexas.gov)

**COMMODITY/SERVICE DESCRIPTION:** Fire Service Type - Cold  
Water Meters

**BID DUE PRIOR TO:** August 9, 2018 @ 2:00 PM

**BID OPENING TIME AND DATE:** Thursday August 9, 2018 @ 3:00  
PM

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE BID OPENING ONLINE:**

For information on how to attend the Bid Opening online, please select  
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GLB1007	Purchasing Office-Response Enclosed for Solicitation # GLB1007
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**SUBMIT 1 ORIGINAL AND 1 ELECTRONIC THUMB/FLASH COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SPECIFICATION	5
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Thirkettle Corporation dba Aqua-Metric Sales Company

Company Address: 6700 Guada Coma Drive

City, State, Zip: Schertz, Texas 78154

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: Kristy Segarra

Title: Manager, Bids and Proposals

Signature of Officer or Authorized Representative: 

Date: August 7, 2018

Email Address: Kristy.Segarra@aqua-metric.com

Phone Number: (210) 967-6300

**\* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City



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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.



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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
  - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
  - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the



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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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**48. DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.



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- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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SUPPLEMENTAL PURCHASE PROVISIONS  
IFB 2200 GLB1007**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [georgia.billela@austintexas.gov](mailto:georgia.billela@austintexas.gov) no later than close of business five business days before the bid due date.

2. **INSURANCE:** The selected vendor must submit planned method of shipment on Bid Sheet. If vendor is using common carrier then no insurance requirements are required. If vendor is bringing material unto City of Austin property then insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

**OR**

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - ☐ (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
  - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Location:

**Austin Water Webberville Storeroom  
2600 Webberville Road  
Austin, TX 78702**

Days:

**Monday – Friday 7:30 AM – 3:30 PM**

- A. Orders will be placed on an "as needed" basis by telephone, fax or email. Delivery is to be made within 15 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance
- B. The Contractor shall stack meters on the pallet in **REVERSE ORDER** of serial numbers in accordance with each series. (The first or lowest City of Austin serial number in a series is on top and the last or highest number in that series is on the bottom of the stack.)
- C. The Contractor shall include the contract number on each delivery ticket, invoice, billing notice, and all other paperwork.
- D. The Contractor shall submit invoices by the 5th business day of each month including all corresponding copies of delivery tickets for each order. Invoices shall be sent to the location placing the order.
- E. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10th Street, Suite 500
City, State Zip Code	Austin, TX 78701

- B. Invoices shall include, but not limited to, the following:
- Contractor's name, on a professionally pre-printed and sequentially numbered form
  - Contractor's address and phone number

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- City's contract number or purchase order number and serial number(s)
  - Date of each delivery/pick-up
  - Itemized description and pricing for each delivery/pick-up
  - Copy of *signed* delivery ticket(s)
- C. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**7. PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least thirty (30) calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

**8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to

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exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

10. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) month of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that

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time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU3329113329115Z	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Industrial valve mfg.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.



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- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Darrell Richmond

[Darrell.Richmond@austintexas.gov](mailto:Darrell.Richmond@austintexas.gov)

512-972-0313

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN  
PURCHASE SPECIFICATION  
FOR  
FIRE SERVICE TYPE –COLD WATER METER  
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**1.0     PURPOSE**

The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") for fire service type - cold water meters. The water meter will be used in the City of Austin Water Utility's Water Distribution System to meter water usage. The City reserves the right to add or delete departments and locations as deemed necessary.

Any services that have been omitted from this specification which are clearly necessary or in conformance with normal fire service type-cold water meters shall be considered a requirement although not directly specified or called for in the scope of work.

**2.0     APPLICABLE SPECIFICATION**

- 2.1     Meters shall conform to American Water Works Association (AWWA) C-703, or latest revision "AWWA Standard for Cold-Water Meters "FIRE SERIES TYPE"; except as modified or supplemented herein; ANSI Standard 61 and ANSI Class 125.
- 2.2     The Contractor shall ***include with bid submittal*** an affidavit of Compliance certifying that the meters comply with all applicable requirements of the latest revision of AWWA C-703 and these specifications.
- 2.3.     Fire series type meters shall be compliant for all UL, FM, ANSI/NSF Standard-61 Fire service meter applications.

**3.0     MATERIAL REQUIREMENTS**

- 3.1     Exterior cases of bypass water meters shall be the split case type, made of bronze, containing no less than 75% copper, determined 81 metal NSF/ANSI Standard 61 approved.
- 3.2     Removable test plugs in cases shall be made of stainless steel or of bronze containing a minimum of 57% copper.
- 3.3     Strainer cases shall be of NSF/ANSI Standard 61 approved bronze containing not less than 75% copper or of cast iron or steel protected by a fusion-bonded epoxy non-toxic coating internal and external. Strainer screen shall be made of NSF/ANSI Standard 61 approved stainless steel.
- 3.4     Register box rings and covers shall be made of bronze containing a minimum 75% copper and/or a suitable engineering plastic, such as polycarbonate in accordance with ASTM D3935 or propylene is accordance with ASTM D4101. Register box shall have a stainless steel tamper resistant security screw with a box cover to protect a les made of glass or buyer approved equal.
- 3.5     Measuring element shall be a turbine-measuring chamber self-contained unit attached to top case cover. Cover and turbine-measuring element shall be replaceable.
- 3.6     Spindles of measuring turbines and discs shall be made of # 400C stainless steel, monel, ceramic, tungsten carbide, or suitable engineering plastic. Hinged pins or spindles of the automatic valve shall be of stainless steel, monel, or Buyer Approved Equal.

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FOR  
FIRE SERVICE TYPE –COLD WATER METER  
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- 3.7 External Fasteners – External casing bolts, screws, and washers shall be made of stainless steel, nuts shall be bronze containing no less than 75% copper.

**4.0 FUNCTIONAL REQUIREMENTS**

- 4.1 Sizes – Meter Lay lengths  
(Per AWWA C-703 or latest version) for 6", 8", and 10" meters, except as noted below.

Meter size	Laying Length-Inches
6"	45"
8"	53"
10"	68"

- 4.2. Meter Operating ranges

- 4.2.1. 6 inch FIRE SERIES TYPE meters shall perform within the following ranges.

- |                                 |                |
|---------------------------------|----------------|
| • Typical Operating Range       | 4 - 2500 GPM   |
| • Maximum Operating Pressure    | 175 PSI.       |
| • Maximum Operating Temperature | 120° F (49° C) |
| • Typical Low Flow (95% MIN.)   | 2.5 GPM.       |
| • Maximum Continuous Operation  | 2000 GPM.      |
| • Maximum Intermittent flow     | 2500 GPM.      |

- 4.2.2. 8 inch FIRE SERIES TYPE meters shall perform within the following ranges.

- |                                 |                |
|---------------------------------|----------------|
| • Typical Operating Range       | 4 - 4500 GPM.  |
| • Maximum Operating Pressure    | 175 PSI.       |
| • Maximum Operating Temperature | 120° F (49° C) |
| • Typical Low Flow (95% MIN.)   | 2.5 GPM.       |
| • Maximum Continuous Operation  | 3500 GPM.      |
| • Maximum Intermittent flow     | 4500 GPM.      |

- 4.2.3. 10 inch FIRE SERIES TYPE meters shall perform within the following ranges.

- |                                 |                |
|---------------------------------|----------------|
| • Typical Operating Range       | 4 - 7000 GPM.  |
| • Maximum Operating Pressure    | 175 PSI.       |
| • Maximum Operating Temperature | 120° F (49° C) |
| • Typical Low Flow (95% MIN.)   | 3.5 GPM.       |
| • Maximum Continuous Operation  | 5500 GPM.      |
| • Maximum Intermittent flow     | 7000 GPM.      |

- 4.3. Registration Accuracy over normal operating range shall be 98.5% to 101.5%.  
Registration at the "change over" for meters with a bypass meter shall not be less than 90% accurate. For extended low flow usage, registration shall not be less than 95%.
- 4.4. Meters shall register no less than 95% accuracy at 2.5 GPM. Above 4 GPM registration shall not be less than 98.5% and no more than 101.5% accuracy.
- 4.5. Meter Markings – The manufacturer's serial number shall be plainly imprinted on the outer case. The City of Austin serial number shall be legible and plainly imprinted on top of the inlet flange with a minimum indentation of 0.020", and dimensions of not less than ¼" in height and 5/32" in width located on the outside top of the register box lid and

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FOR  
FIRE SERVICE TYPE –COLD WATER METER  
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plainly imprinted on meter flange. The City will provide sequential serial numbers with each approved purchase order. Meters that do not meet these specifications will be returned to the Contractor at the Contractor's expense. **SERIAL NUMBERS SHALL NOT BE DUPLICATED.** The Contractor shall contact the Contract Manager immediately if a duplicate serial number is submitted.

**5.0     DESIGN**

- 5.1. Meter cases shall have properly tapped bosses for connection of test equipment, positioned to permit testing the meter in place in the field. The tapped holes shall be provided with threaded bronze or stainless steel plugs to seal the meter case pressure tight.
- 5.2. Strainer - shall be equipped with a 2" or 3" flushing port made from bronze, stainless steel, or material approved by buyer for flushing debris from the upstream side of the strainer screen.
- 5.3. End Fittings – FIRE SERIES TYPE meter shall have ANSI class 125 standard end flanges and shall be provided without companion flanges, gaskets, bolts or nuts.
- 5.4. Bypass Meters - shall be Turbo Meter with interchangeable measuring chamber and flanged ends and shall be provided without companion flanges, gaskets, bolts, or nuts.
- 5.5. Meter By-Pass line - shall consist of NSF/ANSI Standard 61 approved: bronze alloy pipe & fittings, (containing a minimum 75% copper) - ductile/cast iron or steel pipe & fittings (ductile/cast iron, or fabricated steel shall be protected by a fusion-bonded epoxy non-toxic coating both internally and external) with 2" NSF/ANSI Standard 61 approved fittings and couplings, an isolation valve, a back flow preventing check valve, and a 2" flanged fitting Turbo Bypass Meter.
- 5.6. Test Port Plug - FIRE SERIES TYPE meter shall have an integral 2" or 3" Test Port Plug located downstream of the meter and must be oriented to discharge vertically. (test port plug may be integral with the 6", 8", 10" detector check valve lid/cover).
- 5.7. Registers shall be tamper-proof, magnetically sealed, and field interchangeable with same size meter, and read in U.S. gallons. Center sweep hand and a low flow indication shall be furnished on straight-reading registers.
- 5.8. The display digits of electronic or straight-reading registers shall be not less than ¼" in height and 5/32" in width and shall be readable at a 45 degree angle from the vertical position.
- 5.9. Meters that have an electronic display register shall have it mounted directly on the meter body or mounted remotely, reading in U.S. gallons. It shall display a minimum of eight digits and have a "testing mode" display that will read to the 100ths of a gallon. Example: Test Mode display - 123456.12. All "test mode" menu control buttons/switches will be accessible from the outside of the register housing or on meter register face.

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- 5.10. Detector Check Valves – For meters with detector check valves, the automatic valve shall be a spring loaded check valve. Internal linkage parts shall be stainless steel. An EPDM elastomer gasket is to be made on stainless steel Clapper plate and shall seal against a bronze seat. An air release crew or device shall be provided on case cover. If equipped with lever valve, it shall be the weighted lever type, self-aligning and self-adjusting which offers a predetermined and substantial resistance to opening in order to divert the low flow rates of flow through the turbine bypass meter. The lever valve shall automatically open when the bypass section approaches 1/3 its capacity. The mainline lever valve shall be constructed of bronze material and weighted. The lever valve shall be simple and effective in operation with ease of maintenance.

**6.0     ELECTRONIC METER READING CAPABILITIES**

- 6.1. Meter shall be completely functional with the City's AMI system with the addition of appropriate communication hardware.
- 6.2. The Contractor shall provide register with an active digital electronic output switch. Add-on devices **will not** be allowed. Register shall be (pre-wired) factory potted with re-sized wire for in-line connector. In-line connector shall include tamper proof plugs. Meter shall be completely functional upon installation.
- 6.3. Meter register shall be hermetically sealed and read in U.S. gallons and magnetically driven.
- 6.4. Register box lens shall be of high impact tempered glass (plastic and/or oil filled **are not** acceptable.) Meter box assembly shall have a lid and/or cover made of bronze or **polycarbonate with stainless steel hinged pin for protection of glass lens.**

**7.0     INSPECTION AND TESTING REQUIREMENTS**

- 7.1. Meter shall be model approved for Fire service by Underwriters Laboratories, Inc. or by Factory Mutual Laboratories, and also meet all current fire service requirements by the State Board of Insurance.
- 7.2. Meters received by the City will be tested for accuracy. Each meter that fails this test will be returned to the Contractor, freight charges collected and a \$25 fee for each defective meter. Invoices will need to be revised (less any fee) and resubmitted.

**8.0     OTHER REQUIREMENTS**

- 8.1. Guarantee – Meter shall meet the required new meter accuracy standards as established by the AWWA standard C703 or latest revision, for a minimum of 1 year from date of receipt.
- 8.2. The Contractor shall guarantee the sealed register units for a minimum of 18 months from date of receipt or a minimum of 12 months from date of installation.
- 8.3. Register shall be guaranteed to operate in completely submersible environment for a minimum of 10 years without fogging, corrosion, and/or deterioration to the register and its ability to provide a visual read and required output.
- 8.4. All other parts shall be guaranteed for a minimum of 15 years, to operated properly with accuracy equal to or superior to current applicable AWWA repaired meter standards (except for inaccuracy or damage caused vandalism, accident, natural disaster, or other conditions not normal in public drinking water systems). **Contractors shall include a written guarantee with bid submittal.**

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FOR  
FIRE SERVICE TYPE –COLD WATER METER  
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- 8.5. Meters which fail to satisfy this guarantee will be returned to the Contractor. The Contractor shall replace the defective meter(s) with new meter(s) at no additional cost to the City. Defective meters shall be replaced within the quoted delivery period (for example, if the delivery period on the contract is 60 days, defective meters shall be replaced within 60 days; if 50% or more of a delivery is defective, replacement shall be made within half of the normal delivery time).
- 8.6. No meter shall be acceptable unless it has been commercially available and field service tested within the City's water distribution system by Austin Water for a minimum of 2 years.
- 8.7. Special Tools and accessories-Extended Repair & Exchange – The Contractor shall provide the Contract Manager within 5 business days after notification of award of contract, 3 complete sets of any special tools or implements, other than standard U.S. hand tools, necessary to completely disassemble, repair, or replace and properly adjust every removable part of the meter, at no additional cost to the City.
- 8.8. Advanced Metering Infrastructure (AMI) System – Meter shall be furnished with an Active Digital Electronic Output Switch Register pre-wired with a Nicor inline connector. Reading shall be obtained by a radio read system. The complete reading system shall be for pit applications and shall be designed for totally submerged environments.
- 8.9. Upon request, the Contractor shall provide the Contract Manager within 5 business days with an electronic report of meters sold to the City. Report shall include, but is not limited to, meter type, size, serial number, and date sold.

**9.0     CITY RESPONSIBILITIES**

- 9.1. The City will provide an on-site contact.
- 9.2. The City will provide the Contractor with name(s) of personnel authorized to order services.

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Thirkettle Corporation dba Aqua-Metric Sales Company	
Physical Address	6700 Guada Coma Drive, Schertz TX 78154	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<u>No</u>
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<u>No</u>
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<u>No</u>

**SUBCONTRACTOR(S):** Not Applicable - No subcontractors will be required for this project.

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No



Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**Responding Company Name Thirkettle Corporation dba Aqua-Metric Sales Company

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- |                           |                                                                           |
|---------------------------|---------------------------------------------------------------------------|
| 1. Company's Name         | <u>City of Arlington, Texas</u>                                           |
| Name and Title of Contact | <u>John Norman, Meter Services Manager</u>                                |
| Project Name              | <u>Sensus FlexNet AMI System</u>                                          |
| Present Address           | <u>1100 SW Green Oaks Blvd.</u>                                           |
| City, State, Zip Code     | <u>Arlington, Texas 76017</u>                                             |
| Telephone Number          | <u>( 817 ) 459-6811</u> Fax Number <u>( 817 ) 459-5888</u>                |
| Email Address             | <u>john.norman@arlingtontx.gov</u>                                        |
| 2. Company's Name         | <u>City of Cedar Park, Texas</u>                                          |
| Name and Title of Contact | <u>Nanette McCartan, Utility Programs Manager</u>                         |
| Project Name              | <u>Sensus FlexNet AMI System with Installation Services</u>               |
| Present Address           | <u>2401 Brushy Creek Road</u>                                             |
| City, State, Zip Code     | <u>Cedar Park, Texas 78613</u>                                            |
| Telephone Number          | <u>( 512 ) 401-5314</u> Fax Number <u>( 512 ) 258-1543</u>                |
| Email Address             | <u>nanette.mccartan@cedarparktexas.gov</u>                                |
| 3. Company's Name         | <u>City of Fort Worth, Texas</u>                                          |
| Name and Title of Contact | <u>Edgar Garcia, Superintendent - Water Department and Meter Services</u> |
| Project Name              | <u>Water Service Meters and Appurturances</u>                             |
| Present Address           | <u>1608 11th Avenue</u>                                                   |
| City, State, Zip Code     | <u>Fort Worth, Texas 76012</u>                                            |
| Telephone Number          | <u>( 817 ) 392-8245</u> Fax Number <u>( )</u>                             |
| Email Address             | <u>edgar.garcia@fortworthtexas.gov</u>                                    |

**City of Austin, Texas**

**Section 0800**

**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**

**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

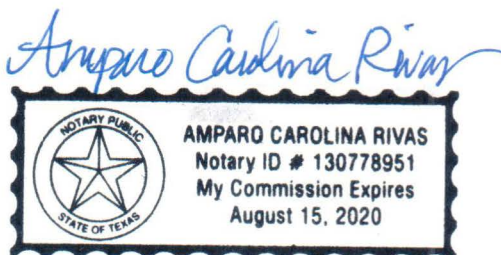
**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 3rd day of August, 2018



CONTRACTOR

Thirkettle Corporation  
dba Aqua-Metric Sales Company

Authorized Signature

Title

Manager, Bids and Proposals

**Section 0835: Non-Resident Bidder Provisions**

Company Name Thirkettle Corporation dba Aqua-Metric Sales Company

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: California

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB GLB1007

SOLICITATION TITLE: FIRE SERVICE TYPE - COLD WATER METERS

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

**Instructions:**

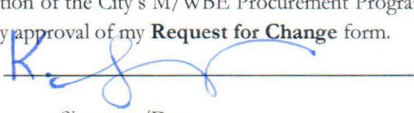
- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.  
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

**Instructions:** Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

**Instructions:** Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

<b>Offeror Information</b>			
Company Name	Thirkettle Corporation dba Aqua-Metric Sales Company		
City Vendor ID Code	VS0000004785		
Physical Address	6700 Guada Coma Drive		
City, State Zip	Schertz, Texas 78154		
Phone Number	(210) 967-6300	Email Address	Kristy.Segarra@aqua-metric.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES      Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p><b>Offeror Certification:</b> I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed <b>Subcontracting/Sub-Consulting Utilization Form</b>, and if applicable my completed <b>Subcontracting/Sub-Consulting Utilization Plan</b>, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the <b>Request For Change</b> form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form. I understand that, if a Subcontractor is not listed in my <b>Subcontracting/Sub-Consulting Utilization Plan</b>, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my <b>Request for Change</b> form.</p> <p><u>Kristy Segarra, Manager, Bids and Proposals</u>      </p> <p>Name and Title of Authorized Representative (Print or Type)      Signature/Date</p>			

**SECTION 0600-BID SHEET  
CITY OF AUSTIN  
FIRE SERVICE TYPE - COLD WATER METERS**

**SOLICITATION NO. IFB 2200 GLB1007**

**AWU-040WM**

**Special Instructions: The City intends to award one contract based on overall low cost however reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City.** The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet in consideration of this solicitation  
Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

**SECTION 1 -- SPECIFIED ITEMS (MOST FREQUENTLY ORDERED ITEMS)**

ITEM NO.	ITEM DESCRIPTION	CITY STOCK NUMBER	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Fire Service Cold Water Meter - 8" x 2" MFG. NAME & NO. Sensus OMNI F2 Sire Service Meter	890-44-321-305	20	EA	\$9,269.69	\$185,393.80
2	Fire Service Cold Water Meter - 6" x 2" MFG. NAME & NO. Sensus OMNI F2 Sire Service Meter	890-44-321-306	8	EA	\$6,292.79	\$50,342.32
3	Fire Service Cold Water Meter - 10" x 2" MFG. NAME & NO. Sensus OMNI F2 Sire Service Meter	890-44-321-307	3	EA	\$13,121.28	\$39,363.84
<b>TOTAL</b>						\$275,099.96

**SECTION 2 -- CATALOG ITEMS (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).**

The City may wish to purchase other associated parts that are not listed above in recognition of City's part needs. Please provide pricing for the parts below. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

Please provide any other products or catalog items you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

Please list any additional products or catalog items your Company offers and the associated discount off retail price for the listed products or catalog items. A bid of zero ('0') will be interpreted by the City that the additional products or catalog items will be sold at the Manufacturer's Suggested Retail Price. A 'no bid' or blank entry will be interpreted by the City that your Company does not wish to provide additional products or catalog items. This information is for informational purposes only and will not be evaluated. The City does not guarantee the purchase of any additional products or catalog items.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE*	UNIT OF MEASURE
4	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	20%	Discount from MSRP

\* Unless otherwise specified, **Price** may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.



**SECTION 0600-BID SHEET  
CITY OF AUSTIN  
FIRE SERVICE TYPE - COLD WATER METERS**

**Please check the boxes below as confirmation.**

<input checked="" type="checkbox"/>	Offer Sheet - required
<input checked="" type="checkbox"/>	Bid Sheet (Section 0600) -required
<input checked="" type="checkbox"/>	Local Business Presence Identification Form (Section 0605) - required
<input checked="" type="checkbox"/>	Reference Sheet (Section 0700) -required
<input checked="" type="checkbox"/>	Non-Discrimination and Non-Retaliation Certification (Section 0800) -required
<input checked="" type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)- required
<input checked="" type="checkbox"/>	Subcontracting/Sub-Consulting Utilization Form (Section 0900) - required
<input checked="" type="checkbox"/>	<b>Affidavit of Compliance certifying that meters comply - required</b>
<input checked="" type="checkbox"/>	<b>Written guarantee of meters- required</b>
<input checked="" type="checkbox"/>	<b>Copy of Bidder's return policy and credit memo procedures- if applicable</b>
<input checked="" type="checkbox"/>	<b>Sample Invoice - Required</b>
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID</b>
<input checked="" type="checkbox"/>	<b>I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID</b>

**DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED**

**Delivery Method:** UPS for Ground Shipment, or SAIA for Freight Shipment

**PRINTED COMPANY NAME:** Thirkettle Corporation dba Aqua-Metric Sales Company

# Invoice

## Aqua-Metric Sales, Co.

4050 Flat Rock Dr.  
Riverside, CA 92505  
TEL: 951-637-1400

Invoice Number: INV0070147

Invoice Date: 7/10/2018

Order Number: SO0055201

Order Date: 7/9/2018

Salesperson: 0013

Customer: AUSTIN

### Bill To:

City Of Austin  
Attn: Accounts Payable  
Austin Water Utility  
2600 Webberville Rd  
AUSTIN, TX 78702-2944

### Ship To:

City Of Austin  
Attn: Abraham Chong  
Austin Water Utility  
2600 Webberville Rd  
Austin, TX 78702-2944

Customer PO  
ABRAHAM-MC

Ship Via

Delivery method

Terms  
NET30

Quantity		Product		Unit price	Total tax excluded
Shipped	BKO				
25	0	S202TR	5/8"x3/4" SR11 TRPL 8 WHL USG	106.55	2,663.75

Tax excluded line total 2,663.75

Freight 76.05

**TAX EXCLUDED TOTAL 2,739.80**

Sales Tax 0.00

**TOTAL TAX INCLUDED 2,739.80**

Paid amount 2,739.80

**GRAND TOTAL 0.00**

# Sensus Limited Warranty

**1. General Product Coverage.** Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: [sensus.com/TC](http://sensus.com/TC) ("Terms of Sale").

**2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters** are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

**3. ally® Meters** that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at [sensus.com/ally/datasheet](http://sensus.com/ally/datasheet) for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.

**4. iPERL® Meters** that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at [sensus.com/iperl/datasheet](http://sensus.com/iperl/datasheet) or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

**5. Maincase** of the SR II in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

**6. Sensus OMNI™ Meters and Propeller Meters** are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

**7. Sensus accuMAG™ Meters** are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

**8. Sensus Registers** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI Register with Battery	10 years

**9. Sensus Electric and Gas Meters** are warranted pursuant to the General Limited Warranty available at [sensus.com/TC](http://sensus.com/TC).

**10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices** are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years <sup>1</sup>
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
FlexNet Base Station (including the R100NA and M400 products)	1 year
iPERL System Battery and iPERL System Components	20 years <sup>2</sup>
Sensus® Electronic Register+™	20 years <sup>1</sup>
Sensus® Smart Gateway Sensor Interface	1 year
SmartPoint® 510M/520M Modules and Batteries	20 years <sup>2</sup>

Footnote 1: Sensus will repair or replace non-performing:

- Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries;
- Sensus Electronic Register+ with hourly reads

for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Footnote 2: Sensus will repair or replace non-performing:

- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads
- SmartPoint 510M/520M Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Years	Replacement Price
1 – 15	0%
16	30%
17	40%
18	50%
19	60%
20	70%
>20	100%

**11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules** are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years <sup>3</sup>
Sensors	5 years
Valve & Gear Motor	5 years <sup>4</sup>
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years <sup>3</sup>

Footnote 3: If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:

- When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
- 2500 Operational Commands, where "Operational Commands" include on demand reads (such as consumption, pressure, temperature), an ally valve command, or a configuration command; and
- 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

Footnote 4: Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.

**12. iPERL and ally Connectors and Cables** are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.

**13. Third-Party Devices** are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.

**14. Software.** Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.

**15. Return.** Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus 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"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

**16. Warranty Exceptions and No Implied Warranties.** This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt, debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

**THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTY OR WITH THE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

**SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.**

**17. Limitation of Liability.** SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE

BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.



**Aqua Metric Sales Company**

6700 Guada Coma Dr., Schertz, TX 78154

Phone: (210) 967-6300 • Facsimile: (210) 967-6305



**City of Austin, Texas**

Purchasing Office-Response Enclosed for Solicitation #GLB1007

124 W 8<sup>th</sup> Street, RM 308

Austin, Texas 78701

Reception Phone: (512) 974-2500

**Invitation for Bid (IFB)**  
**Solicitation No. 2200 GLB1007**  
**Fire Service Type – Cold Water Meters**

**Due: August 9, 2018 at 2:00 PM**

**Primary Contact:**

Scott Kohan

Territory Manager

Phone: (949) 303-9426

Email: [Scott.Kohan@aqua-metric.com](mailto:Scott.Kohan@aqua-metric.com)

**Prepared:**

August 9, 2018





**Aqua Metric Sales Company** 6700 Guada Coma Dr., Schertz, Texas 78154 • Phone: (210) 967-6300 Fax: (210) 967-6305



August 9, 2018

City of Austin  
Attn: Georgia Billela  
Municipal Building  
124 W. 8<sup>th</sup> Street, RM 308  
Austin, Texas 78701

RE: IFB Solicitation No. 2200 GLB1007, Fire Service Type – Cold Water Meters

Dear Ms. Billela,

Aqua-Metric Sales Company is pleased to provide our response to the City of Austin's Invitation for Bid Solicitation No. 2200 GLB1007, Fire Service Type – Cold Water Meters due August 9, 2018.

Throughout the last decade, Aqua-Metric has been fortunate enough to provide Sensus SR Positive Displacement and W-Series Turbine meters and parts to the City of Austin. These two series of products and parts have since been discontinued and superseded by the Sensus SRII Positive Displacement and OMNI water meter line.

The OMNI series water meters have proven far superior in quality and performance to its predecessor and we are confident the City of Austin will quickly realize the improved design and accuracy of this fire service water meter within your utility distribution network. Sensus OMNI is the most technologically advanced large water meter on the market today, utilizing Sensus patented Floating Ball Technology (FBT) to provide more accurate reads and extended flow rates. The full featured, all-electronic register offers two electronic outputs allowing utilities to link the OMNI meter to both an AMR/AMI system and a SCADA or other type of distribution monitoring system that is capable of reading a pulse output. A "Test" display mode utilizes re-settable totalizer for use when running flow tests on the meter. In addition, OMNI has 31-day an interval datalog to record the highest and lowest flow for each day as well as recorded consumption. The result: OMNI has an extended flow range with better low flow sensitivity, as well as the ability to capture and datalog extended flow ranges without use of bypass and virtually no wear.

Thirkettle Corporation has been involved in over one-hundred-and-eighty AMR/AMI system deployments, sized from 300 to more than 100,000 meters and has served the utility sector in multiple states for over twenty years. Our all-inclusive, turn-key approach makes us unique to the Industry and our Customers, whom we view as Partners. The enclosed proposal provides Sensus' revolutionary OMNI fire service water meter, capable of migrating into Sensus' industry leading FlexNet Advanced Metering Infrastructure System. Additionally, the OMNI metering line is compatible with other AMI system.

As you review our proposal and consider your options, please know Aqua-Metric Sales Company has your best interests in mind when it comes to Sensus Products, life cycle costs, service, support, and warranties. We look forward to the opportunity to partner with City of Austin with present and future projects. We appreciate the opportunity and thank you for your time and consideration given.

Sincerely,

Scott Kohan  
Territory Manager  
Aqua-Metric Sales Company  
Ph. (949) 303-9426  
Email: [scott.kohan@aqua-metric.com](mailto:scott.kohan@aqua-metric.com)



## Thirkettle Corporation Overview

Thirkettle Corporation has served the utility industry for over twenty-five years and is the exclusive Authorized Distributor for Sensus, USA. Thirkettle Corporation originated as an authorized distributor for Precision Meters in 1992, growing to one of Sensus' leading distributors and partners. Founded in Ontario, California Thirkettle Corporation quickly became entrenched in the water metering industry approaching 1999 when Precision Meters was acquired by Sensus Metering Systems. Soon thereafter, Thirkettle Corporation became the authorized Sensus distributor in Southern California. It was at this point Thirkettle Corporation began to drive the marketplace from a direct read brass commodities business to technology driven Automated Meter Reading (AMR) systems. Thirkettle Corporation rapidly became the industry leader selling more AMR radios in Southern California than all competitors combined. As result of continued growth and success, Thirkettle Corporation transitioned into a larger facility in Riverside, CA becoming the sole Sensus distribution in Southern California. To date, Thirkettle Corporation continues to drive the industry and fully commits our organization in parallel to Sensus' progressive direction within the AMI market.

## Aqua-Metric, Texas Overview

As Sensus acquired Precision Meters, Thirkettle Corporation created a subsidiary to act as sole Sensus distributor within our allotted states – Aqua-Metric Sales Company became this exclusive Authorized Sensus Distributor and has been so for the past twenty years. Aqua-Metric expanded into the Texas Market in 2007, establishing a distribution center in Schertz, TX. In 2016, Sensus recognized Aqua-Metric's efforts in California and Texas by awarding us distributorship within the State of Louisiana. Our Covington office was opened shortly thereafter, and we have used our knowledge to grow within the state. In total, Aqua-Metric has implemented over one-hundred-and-eighty Sensus metering systems, ninety-four of which are Advanced Metering Infrastructure (AMI) Systems; as well as, supporting a multitude of other metering needs. Clint Arnold, National Sales Manager, leads the Aqua-Metric team, who will work together to facilitate a seamless deployment from project inception and preparation to implementation, installation, and support.

Aqua-Metric currently employs thirty-five dedicated full-time staff members, each performing individual roles based on specific abilities; however, each staff member is also flexible in their knowledge base, allowing fluidity from one department to another. Our employees are based throughout multiple states, allowing for the best coverage of our distribution area. All employees receive ongoing product training from Sensus to ensure that they are knowledgeable in the full Sensus product line.

Aqua-Metric has been recognized by Sensus as an Authorized Value-Added Reseller focused on customer service. With the advent of so many technical systems, Aqua-Metric has developed and expanded its technology department to implement and service Sensus AMI/AMR systems, as well as support all of our customers with any type of Sensus technology. The City will have peace of mind knowing our local Technology Team can be made available for any type of troubleshooting the City may need. Mike Wood, PMP, Chief of Technology, leads this team.

## Sensus USA Overview

At Sensus, we empower utilities, cooperatives, municipalities, and more to anticipate and respond to evolving business needs with innovation in sensing and communications technologies, data analytics and services.

Sensus has been a cornerstone of the water metering industry for more than a century, with its roots in the Pittsburgh Equitable Meter Company. As the needs of the modern utility market have evolved and expanded, so has Sensus, leading industry advancements and customer collaboration.

**Texas Office**  
6700 Guada Coma Dr.  
Schertz, TX 78154  
P: 210-967-6300  
F: 210-967-6305  
M-F 7:30AM – 4:30PM

**Corporate Office**  
4050 Flat Rock Dr.  
Riverside, CA 92505  
P: 951-637-1400  
F: 951-637-1500  
M-F 7:30AM – 4:30PM

**Louisiana Office**  
13406 Seymour Myers  
Covington, LA 70433  
P: 210-967-6300  
F: 210-967-6305  
M-F 7:30AM – 4:30PM



Today, Sensus provides real-world, proven solutions for high-value Advanced Metering Infrastructure (AMI) solutions for water, gas, electric and combination utilities, as well as street lighting.

Our investor-owned, public power, and municipal utility customers, ranging from very small to very large, have connected forty-three million smart devices for water, gas, electric and street lighting applications using our FlexNet communication network—the industry’s fastest, most secure, and most cost-effective solution.

Our largest water deployments include:

- Suez (United Water) - 500,000 meters
- Albuquerque Bernalillo County Water Utility Authority - 190,000 meters
- Metro Water Services - 180,000 meters
- Loudoun County Water Authority - 75,000 meters
- Town of Cary, Cary, NC – 75,000 meters

### Sensus Water Metering Solutions

The FlexNet system features a wealth of applications to make smart water metering a reality for water and combination utilities. These capabilities rely on FlexNet’s M2 SmartPoint module technology that interfaces with other FlexNet network components to create seamless resource management and efficient two-way communications.

FlexNet M2 technology for water utilities provides:

- Leak and broken pipe detection on the consumer side and the utility’s distribution lines. This feature enables utilities to detect and capture lost water resources and revenue.
- With high powered (2 watt) licensed transceivers from the pit, FlexNet M2 technology can establish a two-way communications network without requiring an electric meter backbone or a local network of additional FlexNet Base Stations and repeater nodes to support network communications.
- Top of the hour reads for water.
- Meter transmits readings every four hours (not once a day at midnight).
- Offers the bandwidth for future network applications.

### Parent Company

Sensus is part of Xylem (XYL), a global leader in providing innovative and smart technology solutions to meet the world's energy, water, and wastewater needs.

Xylem is headquartered in Rye Brook, NY, with 2017 revenue of \$4.7 billion and approximately 16,200 employees worldwide. Xylem does business in more than 150 countries through a number of market-leading product brands, and its people bring broad applications expertise with a strong focus on finding local solutions to the world’s most challenging water, wastewater and energy needs.

### Conclusion

As your exclusive Authorized Sensus Distributor, Aqua-Metric provides essential product, service, and support to help retrieve and interpret utility information consistently to improve operational efficiency and reduce environmental impact. At the forefront of advancements in the utility industry for more than 125 years, Sensus provides industry leading technology with residential water meter product lines that address critical challenges for utilities, including aging utility infrastructure and resource conservation.

## Project Clarifications and Exceptions

Aqua-Metric would like to thank the City of Austin for allowing us the opportunity to respond to their IFB 2200 GLB10007, Fire Service Type – Cold Water Meters. Although Aqua-Metric's proposed Sensus OMNI F2 Water Meter meets, and exceeds, most of the requirements listed within the City's IFB, we would like to make note of the following project clarifications and possible exceptions to the City's scope and/or requirements.

1. Supplemental Purchase Provisions, Section 5 – Delivery Requirements, Subsection A.

Aqua-Metric's Schertz, Texas warehouse readily stocks over two-million dollars' worth of Sensus products at a time. However, our inventory usually stores Sensus water meters with Sensus wiring protocol. The City of Austin is requesting water meters to be provided with Nicor connectors. Aqua-Metric does not stock water meters with Nicor connectors under normal circumstances making these items subject to standard Sensus lead times. At this time, lead times on OMNI F2 water meters with Nicor connectors is four weeks, plus shipping. However, we would like to discuss an inventory program with the City that we are confident is able accommodate Austin's requested fifteen day lead time.

2. Purchase Specifications – Material Requirements and Design

Aqua-Metric is proposing the Sensus OMNI F2 Fire Service water meter to the City of Austin, Texas in response to their IFB. The OMNI series of water meters are a technologically advanced type of metering for residential and commercial applications. The key to the OMNI's optimal measurement is the proven OMNI Floating Ball Technology (FBT). The FBT employs an impeller with a ball design whose structure makes it weightless in the water line. The technology enables the impeller to begin moving with very little water flow or force through the meter. The result is that the OMNI has an extended flow range with better flow sensitivity and the ability to capture extended high flow rates – all with virtually no wear.

Although the OMNI F2 Fire Service meter is not a split case design with bypass, we are able to exceed the City's metering specifications by providing a meter that is able to perform the City's requirements as a single unit. Please refer to the enclosed OMNI F2 product specification sheet detailing flow ranges and design.

3. Purchase Specifications, Section 4 – Functional Requirements, Subsection 4.5

Sensus is able to stamp the City of Austin's custom serial number on each OMNI F2's test tag, register lid, and brass plate on the meter's body. At this time, the brass plate is not located on the inlet flange as specified within the City's IFB, but rather downstream of the register on the chamber's cover. We are working with Sensus to see if we are able to accommodate the City's request.

4. Purchase Specifications, Section 8 – Other Requirements, Subsection 8.4 and 8.5

Please refer to the enclosed Sensus Limited Warranty G-500 Document showing Sensus published warranty for each meter line. Specifically, the OMNI water meters have a ten year register warranty with all other components warranted for one year.

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Georgia Billela/4-2939	<b>PM Name/Phone</b>	Jerry Perez/2-2071
<b>Sponsor/User Dept.</b>	Austin Water/2200	<b>Sponsor Name/Phone</b>	Darrell Richmond/2-0313
<b>Solicitation No</b>	IFB 2200 GLB1007	<b>Project Name</b>	Fire Service Type -Cold Water Meters
<b>Contract Amount</b>	1,350,000 (270,000 per year)	<b>Ad Date (if applicable)</b>	7/23/18 - Tentative
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input checked="" type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input checked="" type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The City of Austin ("City") seeks to establish a contract with a qualified Vendor ("Contractor") for fire service type - cold water meters. The water meter will be used in the City of Austin Water Utility's Water Distribution System to meter water usage and.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
IFB 2200 STA1084- No Goals			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
89044 Water Meters			
Georgia Billela		7/11/2018	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption


\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	7/12/2018	<b>Date Assigned to BDC</b>	7/12/2018
<b>In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

<b>This determination is based upon the following:</b>	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input checked="" type="checkbox"/> No subcontracting opportunities <input type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
<b>MBE/WBE/DBE Availability</b>	
<b>Subcontracting Opportunities Identified</b>	
none	

John Wesley Smith 07.12.18	
<b>SMBR Staff</b>	<b>Signature/ Date</b>
	<i>John Wesley Smith</i>
<b>SMBR Director or Designee</b>	<b>Date</b>
	7/16/18
<b>Returned to/ Date:</b>	