



Aqua-Metric Sales Company
16914 Alamo Parkway, Bldg. 2
Selma, TX 78154
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Proposal Response Contact
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Manager, Bids and Proposals
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Email: kristy.segarra@aqua-metric.com



Invitation for Bid, No. 21-31 Water Meters

Due: June 17, 2021 at 2:00 PM

City of Killeen, Texas
Attn: Purchasing Department
802 N 2nd Street, Building E
2nd Floor #215
Killeen, Texas 76541
Phone: (254) 501-7729



June 17, 2021

City of Killeen, Texas
Purchasing Department
802 N 2nd Street, Building E
Killeen, Texas 76541

RE: IFB No. 21-31, Water Meters

To Whom It May Concern:

Thirkettle Corporation dba Aqua-Metric Sales Company is excited for the opportunity to provide our water meter solution to the City of Killeen, Texas in response to their Invitation for Bid, No. 21-31, Water Meters, due June 17, 2021.

Thirkettle Corporation has been involved in nearly 200 AMR and AMI system deployments sized from 300 to more than 250,000+ meters , and has served the utility sector in multiple states for over twenty-five years. Our all-inclusive, turnkey approach makes us unique to the industry and our customers, whom we view as partners. The enclosed proposal provides Sensus' revolutionary residential water meters capable of upgrading and integrating into an AMR or AMI System in the future, if the City decides to do so at a later date.

We understand additional options are being evaluated by the City of Killeen, but rest assured, when a City chooses a partnership with Aqua-Metric and Sensus, they are receiving proven technology with best-in-class services that does not have an expiration date. We will not disappoint you, and your decision to partner with us will not be regretted. We appreciate the opportunity and thank you, in advance, for your time and thoughtful consideration.

Sincerely,

Kristy Segarra

Kristy Segarra
Manager, Bids and Proposals
Aqua-Metric Sales Company
Ph. (210) 967-6300
Email: kristy.segarra@aqua-metric.com

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Water Meters
Bid No. 21-31

Sealed bids will be received until 2:00 p.m. on
June 17, 2021

Electronically submit bids to Negometrix E-Bidding Site:
(<https://appidentity.negometrix.com/Account/Login>)

OR

City of Killeen
Attn: Purchasing Division
802 N. 2nd St. Building E, 2nd Floor #215
Killeen, Texas 76541

CITY OF KILLEEN
BID # 21-31 WATER METER BID TABLE OF CONTENTS

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I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 21-31
Water Meters
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Water Meters* electronically through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, Killeen, Texas 76541, until 2:00 p.m. on Thursday, June 17, 2021. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 21-31 WATER METERS, 2:00 P.M., June 17, 2021". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://appidentity.negometrix.com/Account/Login>.

Bids will be opened and read aloud through Zoom online video conferencing at 2:15 p.m. on June 17, 2021; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: 04142020

No pre-bid conference will be held.

Questions will be accepted via email by Lorianne Luciano at SolicitationQuestions@killeentexas.gov *or* via Negometrix e-bidding site, through June 10, 2021 at 2:00pm. Questions will be answered in the form of an addendum and posted to the City's website. It is the bidder's responsibility to obtain and acknowledge all addendums and include with bid submittals.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/Bids.aspx>) Demand Star (<http://www.demandstar.com/>), ESBD (<http://www.txsmartbuy.com>) and Negometrix E-Bidding site (<https://appidentity.negometrix.com/Account/Login>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

II. INFORMATION AND INSTRUCTIONS

INFORMATION AND INSTRUCTIONS

Preparation of Bids:

This is your notice that **sealed bids, including electronic submission, for Water Meters** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet). Bids will be received electronically through the City's Negometrix e-bidding site **or** at the Purchasing Office, 802 N. 2nd Street, Bldg. E, Killeen, TX, 76541, until the hour of **2:00 p.m., June 17, 2021**. At 2:15 p.m. on June 17, 2021, the bids will be opened and **via Zoom conferencing**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by e-mail or faxed will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed and initialed in ink (not pencil), one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline**. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Water & Sewer Supply Items bids prior to bid award.

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 3:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to solicitationquestions@killeentexas.gov **or** via the Negometrix e-bidding site prior to **2:00 p.m. on Thursday, June 10, 2021**. Please indicate "Bid 21-31 Questions" in the subject line of your email. There will be no exceptions. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Term:

Contract term shall be for a one-year (1) period and may be extended for an additional two (2), one (1) year period(s) if so agreed to by both parties. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a cost increase in manufacturing

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase (example: a letter dated in the current contract term from your current raw material provider), prior to sixty (60) days of any renewal term. If the bidder fails to give timely notice, prices may not be increased. The aggregate unit price increase shall be limited to ten percent (10%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this

contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Any request in price change with supporting documentation shall be sent to the following address only:

**City of Killeen
Attn: Purchasing Department
802 N 2nd Street, Bldg. E
Killeen, TX 76541**

On the outside of the envelope please write **“Price Change Notification Bid 21-31”**

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to lluciano@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Department within two (2) business days after the stated bid open time and date.** The Purchasing Department will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. Contracts may be awarded to each bidder meeting the minimum specifications and evaluation criteria. **The anticipated date of the notice of award is July 13, 2021.**

Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

Minimum Qualifications:

Vendors must have a minimum of ten years of continuous operation in providing Water Meters:

Has the company operated in this capacity for at least ten years without interruption? Yes: X No: _____

Indicate the company's first year of business operation: Corporate Office - January 1993; Texas Office 2007

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the City of Killeen, Attn: Water and Sewer Services, 805 W. Jasper Rd., Killeen, TX 76542.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: % _____. Specify terms: _____
- ☒ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Delivery Information:

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to 1901 Botanical Drive Killeen, TX 76542. Delivery can be scheduled Monday through Friday between the hours of 7:30 a.m. and 2:30 p.m. CST except on City holidays. The City shall have the ability to schedule the best date and time of the week for their deliveries. Delivery is expected within seven (7) business days after the order is placed.

Point of contact to resolve issues (delivery or invoice):

NAME: Michael Cartwright

TITLE: Operations Manager

ADDRESS: 16914 Alamo Parkway, Building 2, Selma TX 78154

EMAIL ADDRESS: michael.cartwright@aqua-metric.com

PHONE: (210) 967-6300

FAX: (210) 967-6305

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addenda 1 through 2 have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	Thirkettle Corporation dba Aqua-Metric Sales Company
Address	16914 Alamo Parkway, Building 2
City, State, Zip	Selma, TX 78154
Phone Number	(210) 967-6300
Fax Number	(210) 967-6305
After Hours Phone Number	1-800-637-3748 (Sensus Direct)
Email Address	michael.cartwright@aqua-metric.com
Tax Identification Number	33-0548813
Signature of Authorized Agent	<i>Kristy Segarra</i>
Printed Name of Authorized Agent	Kristy Segarra
Title	Manager, Bids and Proposals
Date	June 15, 2021

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Name:	Thirkettle Corporation dba Aqua-Metric Sales Company
1099 Name:	Thirkettle Corporation dba Aqua-Metric Sales Company
Tax ID#:	33-0548813
List the type of product or service:	Sensus Metering Products and Systems Distributor.

Remit to address (if different from above):

Address #1 4050 Flat Rock Drive
 Address #2 _____
 City/State/Zip Riverside, CA 92505
 Phone#: (951) 637-1400
 Fax Number: (951) 637-1500
 Contact Person: Amy Thirkettle

III. CITY OF KILLEEN TERMS AND CONDITIONS

**CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS**

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the

outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (<https://appidentity.negometrix.com/Account/Login>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
- * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - * Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.
- Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:
- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | * Reputation of bidder and of bidder goods and services |
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality

if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City’s governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City’s governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City’s sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember’s close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the

business entity that is distinguishable from the effect on the public; or

- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

16. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

17. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

18. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

19. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

20. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000

(2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

21. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

22. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATURE: Kristy Segarra DATE: June 15, 2021

PRINT NAME: Kristy Segarra, Manager, Bids and Proposals

IV. SPECIFICATIONS

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need for Water Meters. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

CITY OF KILLEEN, TEXAS

WATER & SEWER SUPPLY ITEMS

SCOPE

This specification covers the minimum requirements for 5/8" x 3/4" and 1" Water Meters. The Meters will be used by the Water and Sewer Services Department. All prices bid shall be for a one year period. The estimated annual quantity is 5,000 meters but the actual ordered quantity may vary. The City reserves the right to purchase meters from the next most responsible bidder for failure to provide specified meters in the contract at time of order. Please note the City's holiday listing noted in the information and instructions to bidders sections that may affect the delivery date of an order.

1. GENERAL

All cold water meters (solid-state type 5/8" x 3/4" and 1") shall meet or exceed the latest revision of AWWA Standard C715, Electromagnetic and Ultrasonic Type for Revenue Applications. AWWA Standard C715 is considered by the City of Killeen (City) to be only the minimum requirements and shall be supplemented herein to ensure the quality required by the City's Water and Sewer Department. Meters must comply with the latest NSF-61 standards. All meters must comply with the "Lead Free" Law. Meters shall be manufactured by a company with a minimum of ten (10) years experience in manufacturing various types of cold water meters such as Multi-jet, Positive Displacement, Compound, Turbine, and Static type water meters. The City reserves the right to request a sample meter to study prior to awarding this bid.

2. METER MAIN CASE

Meter main cases shall be made of "lead free" high-copper alloy, stainless steel type 316, thermal plastic, or high performance glass reinforced polymer. Bidders must provide cost for each material type if available. The main case shall withstand a working pressure of 175 psi without leakage, seepage in the castings, or distortion affecting the free and accurate operation of the measuring unit. The size, model, manufacturer's meter serial number, and direction of flow through the meter shall be permanently marked on the outer surface of the meter.

3. REGISTER

The factory sealed register shall be electronically driven only and shall be furnished with a low flow leak detection symbol and with a reverse flow notification symbol. The register shall be identical within a given size or model subject to the programming of appropriate flow factors for the particular meter. The register shall be programmed initially to read in US. Gallons. Serial number shall be permanently programmed in the electronic register. As defined in these specifications, a "factory sealed" register shall mean an NEMA 6P / IP68 rating which protects the meter and register against fogging, moisture, and dust, and is electronically driven by the measuring section transit time sensors. Registers and meters must be fully submersible, therefore meters that do not meet an NEMA 6P / IP68 rating shall not be considered. Appearance of any fogging or moisture inside the register within the warranty period shall constitute component failure and will require a factory replacement. The register shall be equipped with a hinged lid that will overlap the register to protect the reading area.

The register shall have a multi-line display with a minimum of 9 digits on the totalizer with a stationary decimal separating single billable units from fractional billing units. The register shall have a 4 digit rate of flow indicator with a floating decimal to allow high resolution flow measurement. The register shall have high resolution for low flow meter testing or on-site inspections. The LCD shall indicate reverse flow, rate of flow, low battery indication, leak alert, as well as no flow condition. The LCD shall clearly distinguish the digits for the output reading by displaying lines above the encoder reading.

4. MEASURING SECTION AND SIGNAL OUTPUTS

The measuring unit shall not include any moving parts and the measuring section shall have an unobstructed flow passage area. The meter should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI Endpoint. The meter shall store a minimum of 40 days of hourly data and provide a data log of at least 120 errors and alarms. The meter must be available in a version that provides extended encoder protocol output to AMR/AMI devices that will accept the extended encoder protocol. The encoder output is to be serial communication collector utilizing UI1203 or UI1204 communication protocol. The three (3) wire cable exiting the meter body cable shall be available, upon request by the City, as 1) bare colored wires, 2) Nicor compatible connector, 3) Itron compatible connector, or 4) magnetic coupled TouchPad.

5. PERFORMANCE

Meter manufacturer's static meters shall meet or exceed the latest revision of AWWA's C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory as indicated on a "toe tag".

6. Warranty

A national warranty must be provided that includes, at the very least, a 20-year warranty, the first 10 years complete replacement and years 11-20 prorated. In addition, in the first five years the warranty must include reimbursement for reasonable labor cost if the meter fails. The accuracy of the meter must be warranted for 20 years.

V. BID FORM

BID FORM

Prices shall include all fees (including all environmental, container, fuel surcharge and delivery fees). No other itemized charges shall be listed for each item. Bid will be awarded on a ‘per item’ basis.

METERS

- A. Quantities are estimated. Actual quantities ordered may vary.
- B. Meters must comply with specifications listed above.
- C. All meters must be made of suitable polymer composite, “lead free” high copper alloy, or stainless steel type 316. Bidders must provide cost for each type of meter if available.

	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>		<u>Unit Price</u>		<u>Extended Price</u>
1.	5/8" x 3/4" polymer composite static meter	5000	Ea		\$85.98		\$429,900.00
2.	5/8" x 3/4" high copper alloy static meter	5000	Ea		No Bid		No Bid
3.	5/8" x 3/4" stainless steel type 316 static meter	5000	Ea		No Bid		No Bid
4.	1" polymer composite static meter	100	Ea		\$136.70		\$13,670.00
5.	1" “lead free” high copper alloy static meter	100	Ea		No Bid		No Bid
6.	1" stainless steel type 316 static meter	100	Ea		No Bid		No Bid

D. Manufacturer of items Bid above: Sensus

E. Estimated time, in days, of delivery after receipt of order: 30 - 150 Days* -Varies, See ITB Response Packet for Clarification.

None.

Can delivery be made as specified in the specifications? Yes: X No:

When can delivery be made after award (number of days)? Varies - See ITB Response Package.

Has an owner of the company been convicted of a crime within the past 10 years? Yes: No: X

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: No: X

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: No: X

Does any employee or official of the City have any financial or other interest in your firm? Yes: No: X

Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)? Yes: X No:

If yes, describe: _____

SS Water Supply Corporation



Sales Quote

June 15, 2021

Aqua-Metric Sales Company

Kristy Segarra - Manager, Bids and Proposals
16914 Alamo Parkway, Building 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Killeen, Texas
Attention: Purchasing Division
Address: 802 N 2nd Street, Building E, 2nd Floor #215
City, State, ZIP: Killeen, TX 76541
Project: Bid No. 21-31, Water Meters
Due Date: June 17, 2021 at 2:00 PM

Quantity	Description	Unit Price	Line Total
5000	3/4" SL (5/8" x 3/4") iPERL Meter, No Cable	\$85.98	\$429,900.00
100	1" iPERL Meter, No Cable	\$136.70	\$13,670.00
	Cable Add-On: Sensus 6' TR/PL 2-Wire Cable	\$7.01	
	Cable Add-On: Sensus 6' TR/PL 3-Wire Cable	\$12.44	
	Cable Add-On: Sensus 6' Plain End, 3-Wire Cable	\$6.41	
	Cable Add-On: Itron Connector with 5' Cable	\$22.52	
	Cable Add-On: Nicor Connector with 5' Cable	\$15.02	

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.

Subtotal	\$443,570.00
Shipping & Handling	
Sales Tax	
Total	\$443,570.00

VI. REFERENCES

REFERENCES

Include below three references:

Reference #1

Company Name City of Euless, Texas

Address 201 N Ector Drive, Euless, Texas 76039

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person Chris Barket - Assistant City Manager

Telephone and Fax #'s Phone: (817) 685-1400; Email: cbarker@eulesstx.gov

Reference #2

Company Name City of Granbury, Texas

Address 116 W Bridge Street, Granbury, Texas 76048

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person Jason Barber - Assistant Public Works Director

Telephone and Fax #'s Phone: (817) 573-1114; Email: jbarber@granbury.org

Reference #3

Company Name City of Weatherford, Texas

Address 303 Palo Pinto Street, Weatherford, Texas 76086

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person James Hotopp - Assistant City Manager

Telephone and Fax #'s Phone: (817) 598-4000; Email: jhotopp@watherfordtx.gov

VII. CONFLICT OF INTEREST

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

Thirkettle Corporation dba Aqua-Metric Sales Company

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

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

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

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

4

Kristy Segarra

Signature of vendor doing business with the governmental entity

June 15, 2021

Date

Adopted 8/7/2015

VIII. BIDDERS CHECKLIST

BIDDERS CHECKLIST

- X Minimum qualifications questions answered, page 8
- X Review and fill out payment terms, page 8
- X Procurement card question answered, page 8
- X Delivery information noted, page 9
- X Customer service contact listed, page 9
- X Copyrighted material noted as noted on page 9
- X Signed signature page, addenda noted (if any) and attached W-9 Form, page 10
- X Acknowledgement – “Boycott Israel”, page 17
- X Bid form completely filled out, pages 22-23
- X List references, page 25
- X Conflict of Interest Questionnaire, page 27
- X Review standard form of agreement, page 31
- X Insert any relevant brochures or catalogs about the bid items
- X Within your bid submission insert one original copy of the entire bid packet with two copies.

IX. STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and _____, of the City of _____, County of _____, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

Bid # 21-31 Water Meters and all Work in accordance with the, Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the amount of:

	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>		<u>Unit Price</u>		<u>Extended Price</u>
1.	5/8" x 3/4" static meter	5000	Ea				
2.	1" static meter	100	Ea				

Contractor hereby agrees to deliver _____ within seven (7) business days after the date contained in the notice of award given to CONTRACTOR.

Contract term shall be for a one (1) year period and may be extended for an additional two (2), one (one) year period(s) if so agreed to by both parties.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

By: _____
City of Killeen

Date

Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized Representative

ATTEST (as applicable)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thirkettle Corporation	
	2 Business name/disregarded entity name, if different from above DBA: Aqua-Metric Sales Company	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 4050 Flat Rock Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Riverside, California 92505	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
3	3			-	0	5	4	8	8
								1	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Kristy Segarra</i>
------------------	--

Date ▶ June 15, 2021

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Delivery and Lead Times

Delivery

Aqua-Metric's cost proposal does not include delivery fees. Freight is allowed for all individual orders exceeding \$10,000. Any order under \$10,000 will incur a freight/shipping charge. This charge is based on the number of meters purchased and the type of water meter. Upon order placement, Aqua-Metric can provide a freight estimate to the City reflecting actual delivery fees.

Lead Times

Aqua-Metric's number one priority is customer satisfaction. Our distribution office warehouses a stock of water meters to help accommodate customer lead times. When product is in stock and immediately available, lead times range from one to two weeks. Should our warehouse inventory deplete, Aqua-Metric's lead times will become subject to the manufacturer. At the time of purchase, Aqua-Metric personnel will notify Killeen of inventory levels and advise of current lead time status. By performing this service, we hope to alleviate any questions or concerns of delivery.

To give the City an expected estimated delivery, current lead times are as follows:

Item Description	Current Manufacturer Lead Time*	Normal Manufacturer Lead Time*
iPERL Water Meters	15+ Weeks, Plus Shipping	4 Weeks, plus shipping time

* Due to a global micro-chip shortage, we are experiencing significant leads times with the iPERL water meter. This shortage has affected many industries across the world including ours. Aqua-Metric and Sensus are committed to do everything possible to mitigate the situation and potential impact to our valued customers. We will continue to communicate and provide updates as available.

iPERL Meter Overview

Aqua-Metric is proposing the Sensus iPERL water meter as our premiere water meter solution for the City of Killeen. One convenient feature of the iPERL water meter is its detachable wiring components. This will allow the City to interchange any wiring connector required, be it a Sensus TouchCoupler wire, Nicor connection, Itron connection, or no wire at all. When the City decides to upgrade to an automated meter reading system, the Sensus iPERL meter will be ready to connect to their radio of choice. Additionally, if a wire is cut in the field, the iPERL cable itself can be replaced rather than requiring splicing or complete meter/register replacement.

The enclosed bid form reflects the Sensus iPERL water meter with no wiring option; however, Aqua-Metric's quote form, provided alongside the City's bid form, reflects iPERL cable add-on options for various wiring types (Sensus protocol, Nicor, and/or Itron).

iPERL Water Management System

The Sensus iPERL offers unparalleled low flow accuracy with high flow durability. Innovative magnetic technology allows for the capture of previously unmeasured low flow (.03 GPM – 35 GPM for a 3/4") and drives additional revenue for the utility. 100 percent lead-free with no moving parts, the iPERL requires no additional maintenance and is resistant to wear, retaining its accuracy for the life of the product. The Sensus iPERL will improve revenue and conservation opportunities while maximizing operational efficiency program. The iPERL comes standard with 14 condition, diagnostic, and lifetime alarms, allowing for quick resolution of issues experienced in the field (e.g., Backflow, Leak, Tamper, and Empty Pipe). In addition to the 14 alarms, the iPERL comes standard with data logging capabilities. It is able to hold up to 45 days of hourly consumption and max rate of flow history.

Benefits to You		
Improves operational efficiency and customer service	Reduces non-revenue water, measuring flow rates as low as 0.1 – 0.3 gpm	Prevents removal and tampering attempts to obtain free water
Reduces maintenance costs	Installs horizontally, vertically, or diagonally	Detects system leaks
Allows remote management, monitoring, and diagnosis	Collects and logs system and customer data	Preserves energy and optimizes power

The high resolution nine-digit hermetically sealed electronic register with LCD display was designed to eliminate dirt, lens fogging issues, and moisture contamination in pit settings with built in tamper protection. The tempered glass register cover displays readings with the AMR digits highlighted. Direction of flow and units of measure are also easily readable on the register display. The large, easy to read display also includes battery life, empty pipe, and forward/reverse flow indicators. The integrated construction of iPERL system prevents removal of the register to deter tampering.

The iPERL system far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL systems are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.



City of Killeen

ADDENDUM NO. 1 for Bid 21-31

Water Meters

BID DUE DATE: June 17, 2021 @ 2:00 p.m.

Today's date: June 2, 2021

The following questions have been presented. Answers follow in *italics*.

The Bid Document reads: Complete information regarding this solicitation may be obtained from... Negometrix E-Bidding site

(<https://appidentity.negometrix.com/Account/Login>).

- *The updated link is Negometrix E-Bidding site (<https://app.negometrix.com>).*

Lorianne Luciano

Dir. of Procurement & Contract Management

Acknowledgement:

Signature: Kristy Segarra

Print Name: Kristy Segarra

Title: Manager, Bids and Proposals

Company: Thirkettle Corporation dba Aqua-Metric Sales Company

Date: June 15, 2021

KS

Bidder's Initials

Page 1 of 1



City of Killeen

ADDENDUM NO. 2 for Bid 21-31

Water Meters

BID DUE DATE: June 17, 2021 @ 2:00 p.m.

Today's date: June 4, 2021

The following changes have been made to the above-mentioned bid. Changes follow in *italics*.

1. Page 19, Paragraph 3. Register, last paragraph, first sentence should read; "The register shall have a multi-line display with a minimum of *8* digits on the totalizer"
2. Page 20, Paragraph 4. Measuring Section And Signal Outputs, last sentence should read; "The three (3) wire cable exiting the meter body cable shall be available, upon request by the City, as *1) Nicor compatible connector, 2) Itron compatible connector, or 3) magnetic coupled TouchPad.*

Lorianne Luciano
Dir. of Procurement & Contract Management

Acknowledgement:

Signature: Kristy Segarra

Print Name: Kristy Segarra

Title: Manager, Bids and Proposals

Company: Thirkettle Corporation dba Aqua-Metric Sales Company

Date: June 15, 2021

KS

Bidder's Initials
Page 1 of 1



iPERL Smart Water Meter

Electromagnetic Flow Measurement System

CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m³/hr) to 55 gpm (12.5 m³/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m³/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.



iPERL Smart Water Meter

Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

AMI / AMR Compatibility

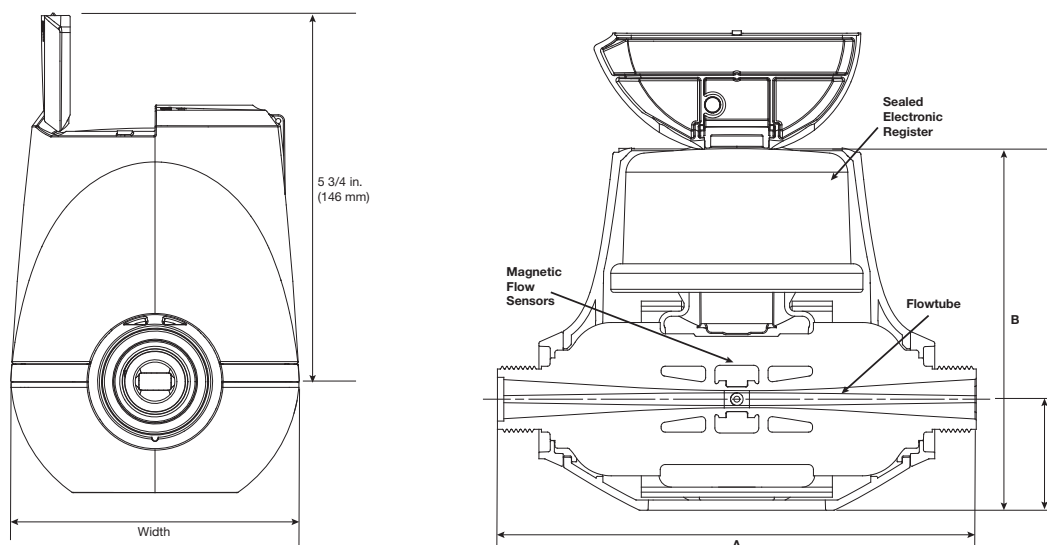
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.



Dimensions and Net Weights

Size	A (lay length)	B	C	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8" (DN 15 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	5/8" (15 mm)	3/4" (19 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4"S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4" (DN 20 mm)	9" (229 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.2 lb. (1.5 kg)
1" (DN 25 mm)	10-3/4" (273 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	1" (25 mm)	1-1/4" (32 mm)	4-1/2" (114 mm)	3.3 lb. (1.6 kg)

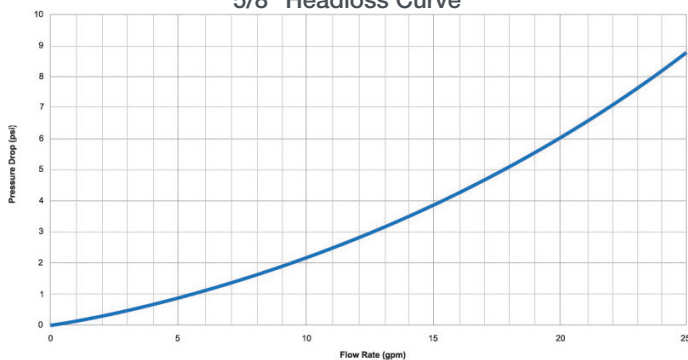


Specifications

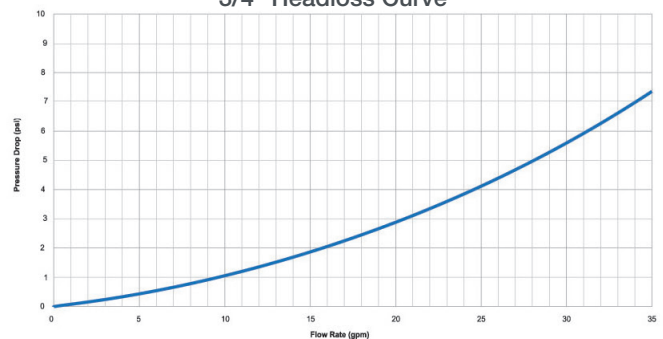
Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

Headloss Curves

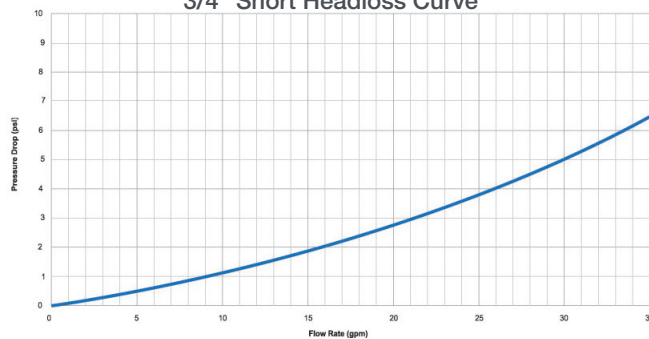
5/8" Headloss Curve



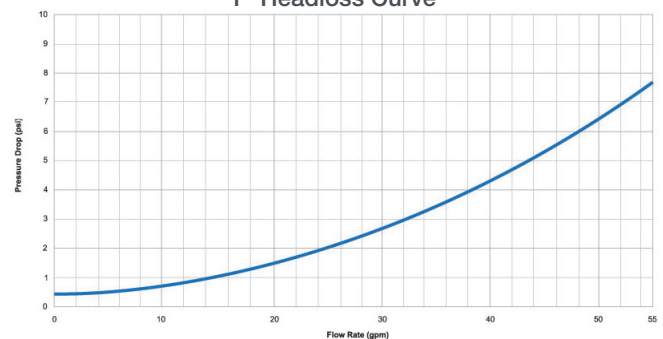
3/4" Headloss Curve



3/4" Short Headloss Curve



1" Headloss Curve



How to Read the iPERL

Quick Guide

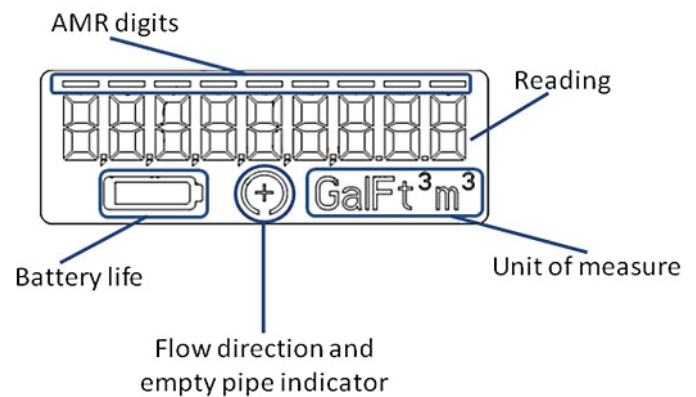
THE SENSUS iPERL SYSTEM

The iPERL water management system offers unparalleled low flow accuracy with high flow durability. Innovative magnetic technology allows for the capture of previously unmeasured low flow, and drives additional revenue for the utility. The iPERL system maintains its accuracy over a 20-year lifetime through its 100% lead-free design with no moving parts. Issues experienced in the field are quickly identified through the use of AMR/AMI connectivity. The iPERL also provides the ability to report diagnostics and alarms.

ELECTRONIC REGISTER

The high resolution 9-digit hermetically sealed electronic register with LCD display was designed to eliminate problems resulting from dirt, lens fogging and moisture contamination in pit set environments. The iPERL also provides built-in tamper protection. The tempered glass register cover displays readings with the AMR/AMI digits highlighted. Direction of flow and units of measure are also easily readable on the register display. The iPERL register features an AMR/AMI resolution and unit of measure that are fully programmable, and integral customer data logging compatible with UniPro software tools. The large, easy to read display also includes battery life, empty pipe and forward/reverse flow indicators.

REGISTER DISPLAY



AMR Digit Bar (4 to 8 Digits): The AMR digit bar shows which digits will be reported when the meter is read through the communications interface.

Battery Icon: The Battery Icon will turn on when the battery is low or the meter is near the end of life.

Flow Icon:

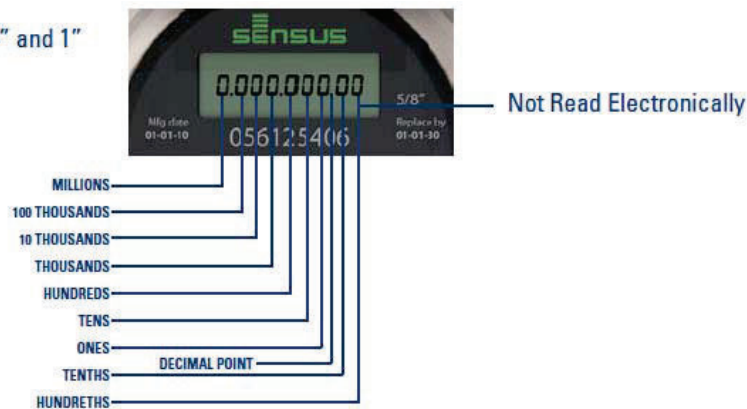
Flow Condition	Display
Positive Flow	Circle with +
Negative Flow	Circle with -
Low Flow Cut off	No icon displayed
Empty Pipe	Empty Circle

Unit of Measure: Gallon (GAL), Cubit Feet (FT³), Cubic Meter (M³)

READING THE IPERL REGISTER

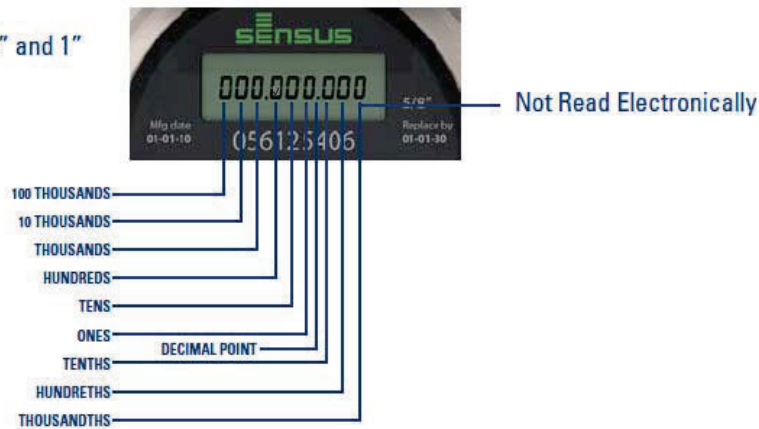
GALLONS REGISTER

5/8", 3/4" and 1"



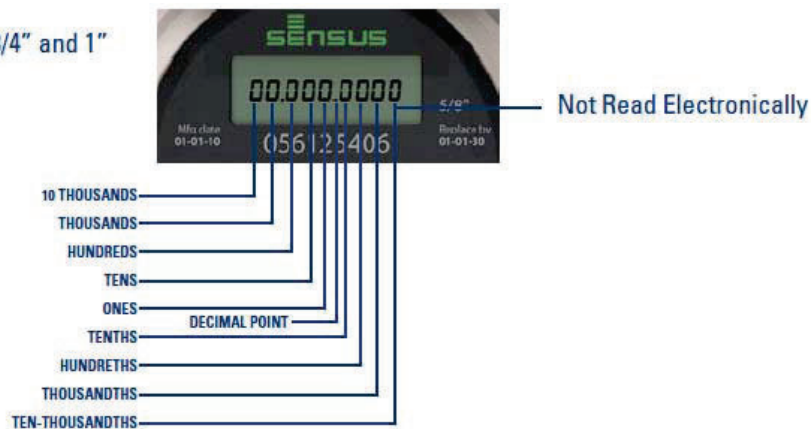
CUBIC FEET REGISTER

5/8", 3/4" and 1"



CUBIC METER REGISTER

5/8", 3/4" and 1"



© All products purchased and services performed are subject to Sensus' terms of sale, available at either; <http://na.sensus.com/TC/TermsConditions.pdf> or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.

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 ("Terms of Sale").

2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com 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 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 for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.

5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM 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 as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.

7. Sensus accuMAG™ and Hydroverse™ 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 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" 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 and OMNI+ Registers with Battery	10 years

9. Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at 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 ¹
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

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.

² Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

Sensus® Electronic Register+™	20 years ⁴
Sensus® Smart Gateway Sensor Interface	1 year ⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

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 ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

³ 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/515M/512M-PLS 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%

⁴ Sensus will repair or replace non-performing 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%

⁵ Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Transmit Rate of hourly or greater for the analog channel(s).

⁶ 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%		

⁷ 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 and Sensus has no liability for 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.