

**Metropolitan Domestic Water Improvement District**  
**Positive Displacement Meters**  
**Request for Proposals**

**Sealed Bid Due No Later than 10:00 A.M. MST on April 30, 2024**

Metropolitan Domestic Water Improvement District is requesting sealed bids from authorized distributors / vendors for Positive Displacement Meters listed in the pricing pages. Sealed bids will be received electronically to [lmccabe@metrowater.com](mailto:lmccabe@metrowater.com) **no later than 10:00 A.m. MST on April 30, 2024**. Any bids received after the bid opening time will not be considered.

All electronic bids must have “Meter RFP” in the subject line. E-mail’s with this subject line will not be opened until the bid opening.

Attendance to the Bid opening is available through the web meeting link below:

**Meter Bid Opening**

Apr 30, 2024, 10:00 – 10:30 AM (America/Phoenix)

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/215277853>

**You can also dial in using your phone.**

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Daily Territorial Publication Dates: April 8, April 9, April 10, and April 11, 2024

**Metropolitan Domestic Water Improvement District**

**Positive Displacement Meters**

**Request for Proposals**

**A. SCOPE:**

**A-1.** Metropolitan Domestic Water Improvement District (District) is requesting proposals for the purchase of Positive Displacement Meters for inclusion into the District’s Advanced Metering Infrastructure (AMI).

**A-2.** 12,000 Meters are estimated to be purchased under this RFP; actual quantities may vary and any purchases are not guaranteed. Purchases will be on an as needed basis.

**A-3.** Payment Terms to be Net 30.

**A-4. Products under this solicitation will be delivered to:**

Metro Water District  
6265 N. La Cañada Drive  
Tucson, Arizona 85704

**A-5.** Left Blank Intentionally

**A-6.** Term: one-year with the option of two additional one-year extensions.

The Pricing Pages consists of both short-term Pricing through May 31, 2024 and 12-month pricing from the date of contract execution.

**A-7.** Proposal Preparation:

The proposal shall consist of this RFP, Requested Submittals, completed proposal forms, Price Pages, and Offer within this RFP.

**A-8.** Submittals:

1. Product Cut-Sheet and Technical Specifications for each product
2. Product Certifications
3. Provide the Offerors Unique Entity ID# (UEI).
4. DBE/SBE Certification if applicable.

**A-9.** Ordering and Delivery: Provide a narrative on the preferred method of ordering and shipping. Provide pricing and define any minimum quantities or dollar amounts. Provide pricing for single unit orders.

1. Provide quantity per order for a single shipment.
2. Provide how requirements are satisfied for split shipment mixed sizes.

A-10. For purposes of warranty and technical support; Offeror shall be authorized by the product manufacture to distribute / sell the products submitted under this RFP.

## **B. SPECIFICATIONS:**

**B-1. Meters:** Meters shall be Badger Meter Recordall® Disc Meters or approved equal:

5/8" x 3/4" meters shall be Badger Meter Recordall® Model 25 or approved equal.

3/4" meters shall be Badger Meter Recordall® Model 35 or approved equal.

1" meters shall be Badger Meter Recordall® Model 55 or approved equal.

1-1/2" meters shall be Badger Meter Recordall® M120 or approved equal.

2" meters shall be Badger Meter Recordall® M170 or approved equal.

**B-2.** Meters shall meet or exceed the most recent revision of AWWA Standard C700.

**B-3.** Meters shall comply with the lead-free provisions of the Safe Drinking Water Act.

**B-4.** Meters shall be bronze alloy certified to NSF/ANSI Standards 61 and 372 and carry the NSF 61 mark on the housing for field identification. Meter size, directional arrow, and meter serial number shall be marked on the housing for field identification.

**B-5.** All meters shall be nutating disc positive displacement meters.

**B-6.** All applications are for potable cold water.

**B-7.** The measuring chamber shall be made of a corrosion resistant polymer material.

**B-8.** Meters shall be direct magnetic drive.

**B-9.** Meters to include Tamper-proof feature.

**B-10.** Meters to have the ability to interchangeable parts among like size meters and require no change gears for accuracy calibration.

**B-11.** Meters to have a built-in replaceable strainer on the supply side of the meter.

**B-12.** Meter sizes 1.5" and 2" shall have 1" NPT test plugs. Meter connections shall be flanged.

**B-13. Encoder Registers:** Meter shall be equipped with a Badger Meter HR-E High Resolution Encoder or approved equal and compatible with the Itron 100W+ endpoint.

**B-14.** High resolution encoder register shall have a five-foot (5') minimum length in-line connector cable with connector designed to connect to an Itron 100W+ endpoint. The connector cable must be factory potted and part of the completed manufactured encoder register. Cables or connections requiring splicing or adaptors are not allowed.

**B-15.** Register face shall be an eight-dial mechanical odometer wheel stack and flow finder with calibrated test circle.

**B-16.** Encoder output shall have eight-dial resolution to AMR/AMI endpoints. The encoder shall be straight reading allowing the reading obtained by the AMR/AMI device to be sensed directly from the position of the encoder's odometer. Magnetic counters and electromechanical contacts are not permitted.

**B-17.** Meter dial shall be setup for reading from the street side, but must be capable of being rotated to one of four 90-degree positions.

**B-18.** Meter register and encoder shall be an integral unit.

**B-19.** The encoder register shall be capable of being removed and replaced without disruption of water service.

**B-20.** The encoder register shall have the meter serial number on the register lid for easy identification.

**B-21.** The encoder register shall have a built-in mounting mechanism for mounting an Itron 100W+ endpoint.

**B-22.** Meter register shall be magnetic direct drive.

**B-23.** Encoder register shall have tamper resistant features.

**B-24.** The encoder register shall be permanently sealed to prevent water intrusion.

**B-25.** The register shall be made of glass. Plastic lenses or displays will not be accepted.

**B-26.** Unit of measure shall be in U.S. Gallons.

### **C. GENERAL REQUIREMENTS**

#### **C-1. Price Adjustment:**

The District will review fully documented requests for price adjustment after any contract has been in effect for one (1) year. Any price adjustment will only be made at the time of the contract renewal and/or extension and will be a factor in the extension review process. The District will determine if the requested price adjustment or an alternate option, is in the best interest of the District. Any price adjustment will be effective upon the effective date of the contract extension.

#### **C-2: Term and Renewal:**

The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The vendor agrees that the District shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or portions thereof. In the event that the District exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

**C-3. Defective Product:** All defective products shall be replaced and exchanged by the vendor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the vendor.

Equipment / Recall Notices: In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the District within seven (7) days of issuance by the manufacturer. It shall be the responsibility of the vendor to assure that all recall notices are sent directly to the agency's representative.

**C-4. Insurance:**

Vendor agrees to:

1. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force through the life of this contract. All policies will contain an endorsement providing that written notice be given to the District at least ten (10) calendar days prior to termination, cancellations, or reduction in coverage in any policy.
2. The Commercial general liability, Commercial Automobile Liability and umbrella policies where applicable with include the District as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of the liability purchased by the vendor, even if those limits of liability are in excess of those required by this contract. The Vendor agrees that the insurance hereunder will be primary and that any insurance carried by the District will be excess and not contributing.
3. Provide and maintain minimum insurance limits as applicable.

**Commercial General Liability** - Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad form Contractual liability:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products – Completed Operations Aggregate: \$1,000,000

Damage to Rented Premises: \$50,000

**Business Automobile Liability**, bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract.

Combined Single Limits: \$1,000,000

Workers' Compensation and Employers' Liability

- A. Workers Compensation – Statutory
- B. Employers' Liability
  - a. Each accident \$1,000,000

- b. Disease – Each Employee \$1,000,000
- c. Disease – Policy Limit \$1,000,000

Verification of Coverage: Vendor shall furnish the District with certificates of insurance (Acord form or equivalent approved by the District) as required by this contract. The certificates for each insurance policy are to be signed by an authorized representative.

**C-5.** The District reserves the right to reject any and all Proposals and to waive any and all informalities or irregularities, and the right to disregard all non-conforming or conditional Proposals or counter proposals, whenever such rejection or waiver is in the interest of the District.

**C-6. No Minimum Purchase:** Vendor agrees that the District will not be obligated under any circumstances to purchase any inventories (residual or otherwise) which Vendor may have established under the Contract Documents.

**C-7. Termination:** At its sole discretion, the District may terminate this contract at any time by giving the vendor written notice of termination. The Vendor shall immediately discontinue performance except to minimize and mitigate the District's costs. Payment for services already completed or in the process of completion, including any direct costs of such termination actually incurred by the vendor, if any, shall be adjusted between the District and the vendor in a fair and reasonable manner, but such payment shall exclude any allowance for unperformed work or anticipated profits.

This Contract may be terminated at any time by mutual written consent, or by the District with or without cause, upon giving thirty (30) days written notice. The District, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the District shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the District before the effective date of termination.

Each payment obligation of the District created by this Contract is conditioned upon the availability of District, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the District and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the District at the end of the period for which funds are available. The District will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**C-8. Laws and Regulations:** The vendor and its employees shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations. The vendor shall indemnify, defend and hold the District harmless from any loss, costs, or damage by reason of any actual or alleged violation thereof, and from any liability including fines, penalties, and other costs, arising out of vendors failure to so comply.

**C-9. Indemnity: General Indemnification.** To the fullest extent permitted by law, the vendor hereby indemnifies and holds harmless the Owner, and its employees, agents, officers, and consultants (who are in all respects intended third party beneficiaries of the vendor's covenants under the Contract Documents) from and against any and all claims, damages, losses, expenses, charges, fees (including attorneys' fees) and liability arising out of or resulting from the Work, and for all reasonable expenses (including attorneys' fees) and all costs of compromise or settlement which may be incurred by Owner on account of or arising out of or in connection with any of the foregoing. The foregoing indemnity shall not extend to matters resulting solely from the negligence or willful misconduct of Owner. In the event that any action or proceeding is brought against Owner, its employees, agents, officers or consultants arising out of the Contract Documents, Vendor shall, upon notice from Owner, resist and defend such action or proceeding on behalf of Owner, its employees, agents, officers or consultants by counsel designated by Owner; provided that failure of Owner to give such notice shall not relieve the vendor from any of its obligations under this Section unless such failure prejudices defense of such action or proceeding by vendor. Owner shall not be liable for any settlement without its consent. All agreements of indemnity hereunder shall survive the delivery and performance of the Contract Documents.

**C-10. Health and Safety Indemnification.** Contractor shall indemnify and hold harmless Owner and its employees, officers, agents and consultants (who are in all respects intended third party beneficiaries of the vendor's covenants under the Contract Documents) from and against any and all claims, damages, losses, expenses, charges, fees (including attorneys' fees) and liability arising from any claimed violation of OSHA, any rule or regulation promulgated there under, of many state or local laws, ordinance or regulations pertaining to job safety and health arising out of or in any way connected with the performance of the Work or vendors performance under the Contract

**C-11. Non-Exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the District. The District reserves the right to obtain like goods or services from another source when necessary.

**C-12. Inspection and Acceptance:** All material or service is subject to final inspection and acceptance by the District. Material or service failing to conform to the specifications of this contract shall be held at the Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Noncompliance may be deemed a cause for possible Contract termination.

**C-13. Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall

be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**C-14. Contract:** The Contract shall be based upon the Request for Proposal issued by the District and the Offer submitted by the Vendor in response to the Request for Proposal. The offer shall substantially conform to the term, conditions, specification and other requirements set forth within the text of the Request for Proposal. The District reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the District, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the District and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any from.

**C-15. Applicable Law:** This contract shall be governed, and the District and Vendor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

**C-16. Rights and Remedies:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

**C-17. Severability:** Provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

**C-18. Provisions Required by Law:** Each and every provision of law and any clause, required by law to be in the Contract Shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

**C-19. Independent Contractor:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

**C-20. Contract Amendments:** This Contract shall only be modified through written contract amendment approved by the District and the Vendor.



**D. SPECIAL TERMS:****D-1. Intentionally Left Blank.**

**D-2. Unique Entity ID# (UEI):** Vendor is required to be registered with SAM.gov and have a Unique Entity ID# (UEI).

**D-3. Conflict of Interest:** An Offeror responding to this RFP acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure a Contract that may be awarded pursuant to this RRP upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the District Board, or any employee of the District has any financial interest in Offeror's firm.

**D-4. Immigration Laws.** Vendor certifies and warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by the vendor to perform work related to this contract shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this contract that is subject to penalties up to and including termination of this contract. The District retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this contract to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the vendor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.

**D-5. Non-Discrimination.** Vendor certifies and warrants that it shall comply with the provisions of State Executive Order 2009-9. In performing this contract, vendor shall not, and shall ensure that any and all contractors, subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Vendor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

**D-6.** Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and
5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
6. Israel Boycott Divestment: Acceptance of the contract warrants the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S § 35-393

**D-7.** The vendor, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

**D-8. Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.**

The District will take affirmative steps to solicit and include small, minority, and women owned businesses, when possible, in an effort to encourage participation and fair competition in providing supplies/services described in this solicitation. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. If subcontracts are to be let, vendor shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as required by 2 C.F.R. § 200.321.

**D-9. Protections for Whistleblowers:** In accordance with 41 U.S.C. § 4712, vendor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

**D-10. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), vendor should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**D-11. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), vendor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and vendor should establish workplace safety policies to decrease accidents caused by distracted drivers.

**D-12. Debarment:** By submission of an offer, the vendor certifies that, neither the vendor nor any owner, partner, director, officer, or principal of the vendor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
2. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
4. Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

**D-13. Brand Names or Trade Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offerors of the requirements of the District. Any bid/offer which proposes like quality, design or performance will be considered.

**ARTICLE I - ARPA Terms and Conditions**

**The following ARPA terms and conditions are incorporated into this RFP.**

1.1. Accounting. Grantee shall maintain for the purposes of this Agreement an accounting system or procedures and practices that conforms to Generally Accepted Accounting Principles. As defined by 2 C.F.R. Part 200, Subpart A, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board.

1.2. Use of Funds. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

1.3. Capabilities. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

1.4. Reporting. The Grantee agrees to comply with any reporting obligations established by Treasury as they relate to this award.

1.5. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of the Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

1.6. Pre-Award Costs. Pre-award costs are allowable only to the extent permitted in 2 C.F.R. § 200.458. Pursuant to the Treasury’s SLFRF FAQ, Section 2.6, the ARPA final rule permits funds to be used to cover costs incurred beginning on March 3, 2021. Pre-award costs shall be allowable subject to the terms and conditions of the Agreement.

1.7. Administrative Costs. Grantee may use funds provided under this award to cover both direct and indirect costs.

1.8. Compliance with Applicable Law and Regulations. Grantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

1.8.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

1.8.2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated

by reference.

1.8.3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

1.8.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

1.8.5. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

1.8.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

1.8.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

1.8.8. Generally applicable federal environmental laws and regulations.

1.9. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1.9.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

1.9.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

1.9.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;

1.9.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and

1.9.5. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

1.10. Remedial Actions. In the event of Grantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be

subject to recoupment as provided in section 603(e) of the Act.

1.11. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

1.12. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] by the U.S. Department of the Treasury.”

1.13. Debts Owed the Federal Government. Any funds paid to Grantee: (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Grantee shall constitute a debt to the federal government. Any debts determined to be owed the federal government must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Grantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

1.14. Disclaimer. The United States expressly disclaims all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Grantee does not in any way establish an agency relationship between the United States and Grantee.

1.15. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

1.15.1. A member of Congress or a representative of a committee of Congress.

1.15.2. An Inspector General.

1.15.3. The Government Accountability Office.

1.15.4. A Treasury employee responsible for contract or grant oversight or management. An authorized official of the Department of Justice or other law enforcement agency;

1.15.5. A court or grand jury; or

1.15.6. A management official or other employee of Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

1.15.7. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

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**E. INSTRUCTION TO OFFERORS:**

**E-1. Inquiries:** Any question related to the Request for Proposal shall be directed to the contact below. Any questions or inquiries may not be responded to less than seven (7) days from the due date of the proposal. Any oral interpretations or clarifications will be without legal effect. Only questions answered by formal written amendment to the Request for Proposal will be binding. All written amendments will be sent to all plan holders.

Lucas McCabe  
6265 N. La Canada Drive  
Tucson, Arizona 85704  
(520) 209-2836  
[lmccabe@metrowater.com](mailto:lmccabe@metrowater.com)

**E-2. Amendment of Request for Proposal:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

**E-3. Familiarization of Scope of Work:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

**E-4. Preparation of Proposal:**

1. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required.
2. The proposal should include: this RFP, Requested Submittals, completed proposal forms, Price Pages, and Offer within this RFP.
3. The Offer and Acceptance shall be signed by a person authorized to submit and offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the contract.
4. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
5. In case of error in the extension of prices in the proposal, unit prices shall govern when applicable.



6. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.

**E-5. Exceptions to the Contract Provision:** A response to any Request for Proposal is an offer to contract with the District based upon the contract provisions in the Request for Proposal. Offerors who wish to propose modifications to the contract provision must clearly identify the proposed deviations and any proposed substitute language. The provision of the Request for Proposal cannot be modified without the express written approval of the District. Only modifications approved in writing by the District will be accepted.

**E-6. Certification:** By signature on the Offer and Acceptance page, solicitation Amendments(s), or cover letter accompanying the submittal documents, Offeror certifies:

1. The submission and the offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, meal, or service to a public servant in connection with the submitted offer.
4. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

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**PRICING**

**Group 1 Meter Pricing Valid through May 31, 2024**

| LINE ITEM | DESCRIPTION                     | MFG PART # OR MODEL | UNIT OF MEASURE | Estimated Quantity | UNIT COST | Total |
|-----------|---------------------------------|---------------------|-----------------|--------------------|-----------|-------|
| 1         | 5/8" Meter per specifications   |                     | Each            | 10777              |           |       |
| 2         | 3/4" Meter per specifications   |                     | Each            | 156                |           |       |
| 3         | 1" Meter per specifications     |                     | Each            | 236                |           |       |
| 4         | 1 1/2" Meter per specifications |                     | Each            | 109                |           |       |
| 5         | 2" Meter per specifications     |                     | Each            | 129                |           |       |

Availability of Group 1 items in weeks after receipt of order \_\_\_\_\_

Provide the tax rate to be applied. \_\_\_\_\_ %

FOB Destination Freight Prepaid minimum order \$ \_\_\_\_\_.

**Group 2 Meter Pricing valid for 12 Months following notice of award.**

| LINE ITEM | DESCRIPTION                     | MFG PART # OR MODEL | UNIT OF MEASURE | Estimated Quantity | UNIT COST | Total |
|-----------|---------------------------------|---------------------|-----------------|--------------------|-----------|-------|
| 1         | 5/8" Meter per specifications   |                     | Each            | 10777              |           |       |
| 2         | 3/4" Meter per specifications   |                     | Each            | 156                |           |       |
| 3         | 1" Meter per specifications     |                     | Each            | 236                |           |       |
| 4         | 1 1/2" Meter per specifications |                     | Each            | 109                |           |       |
| 5         | 2" Meter per specifications     |                     | Each            | 129                |           |       |

**Availability of Group 2 items in weeks after receipt of order** \_\_\_\_\_

Provide the tax rate to be applied. \_\_\_\_\_%

FOB Destination Freight Prepaid minimum order \$ \_\_\_\_\_.

**OFFER AND ACCEPTANCE**

**OFFER**

TO Metropolitan Domestic Water Improvement District:

The Undersigned hereby offers and shall furnish the materials or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as it fully set forth herein.

For clarification of this offer, contract:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

**ACCEPTANCE OFFER**

The Offer is hereby accepted. The Vendor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract Positive Displacement Meters 2024

METROPOLITAN DOMESTIC  
WATER IMPROVEMENT DISTRICT:

\_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Lewis Roca Rothgerber Christie LLP  
Counsel to Metropolitan Domestic Water Improvement District