

REQUEST FOR PROPOSAL

For

TELEMETRY SYSTEM RADIOS

For

HARLINGEN IRRIGATION DISTRICT

CAMERON COUNTY NO. 1



A handwritten signature in cursive script, appearing to read "Allie Blair".

United States of America

Harlingen Irrigation District No. 1, Cameron County, Texas

Water Conservation Project

INVITATION FOR PROPOSALS

For Spread Spectrum Telemetry Radios

This Invitation for Bids follows the General Procurement Notice for this project, which was published in the Mexican Diario Oficial de la Federacion, the Mexican newspaper Excelsior, and in Development Business, in their _____ edition.

Harlingen Irrigation District (the District) has applied for a grant from the North American Development Bank's (the Bank) Water Conservation Investment Funds and intends using part of the proceeds towards the cost of purchasing materials for the District's Water Conservation Project. The Purchaser now invites sealed bids from suppliers for the following material to be funded from part of the proceeds of the grant:

- Approximately 70 High Technology, Spread Spectrum Telemetry Radios as specified in the Request for Proposal document for delivery in the vicinity of Harlingen, Texas.

Purchase Order Contracts to be financed with the proceeds of a grant from the Bank is open to firms from any country. To be qualified for the award of a purchase order, proposals must satisfy the following minimum criteria:

- Manufacturers of Spread Spectrum Data Radios meeting the specifications in the Request for Proposal.

The Request for Competitive Sealed Proposals may be obtained from the office of Axiom-Blair Engineering at the address below upon payment by check or money order of a nonrefundable fee of \$25 US. If requested in writing at the address below, the documents will be mailed to the potential respondents upon receipt of payment of the Request for Competitive Sealed Proposal document fee, but no liability can be accepted for loss or late delivery. Alternately, the Request for Competitive Sealed Proposals may be downloaded after 8 am on August 27, 2003 using the internet at <http://axiomblairengineering.com/awbprojs/hidcc1/bnsindex>.

Prospective proposal respondents may obtain further information from, and inspect and acquire the Request for Competitive Sealed Proposals at the following office:

Max Phillips, Axiom-Blair Engineering
1222 E. Tyler Street, Suite F
Harlingen, Texas 78550
Cell: 956-536-4928, Office: 956-365-4949, Fax: 956-365-4987

August 26, 2003

Notice to Suppliers

Harlingen Irrigation District Cameron County No. 1 (“the District”) is requesting responses to a Request for Competitive Sealed Proposals (RFP) from qualified firms interested in supplying approximately 70 high technology, spread spectrum telemetry radios for a Telemetry and Flow Measurement Sites Project, located in Cameron County, Texas. RFP packages will be available beginning August 27, 2003 at the Harlingen Office of Axiom-Blair Engineering at 1222 E. Tyler Street, Suite F, by first contacting Max Phillips at 956-536-4928. Alternatively, the RFP package may be downloaded after 8 am on August 27, 2003 using the internet at <http://axiomblairengineering.com/awbprojs/hidcc/bnsindex>.

The proposals shall conform to the requirements of the Texas Statutes for Local Governments, Title 8, Chapter 252.021, Subchapter B.

Sealed proposals must be received no later than noon local time on September 24, 2003 at Axiom-Blair Engineering office at 1222 E. Tyler Street, Suite F Harlingen Texas 78550. The technical contact for this RFP is Tim Stanley and he can be reached at 512-451-7100 or tstanley@wt.net. The receiving agent is Max Phillips and he can be reached at 956/536-4928. All communications regarding this RFP should be addressed to either Tim Stanley or Max Phillips at the above address and telephone numbers.

Request for Competitive Sealed Proposal (Request for Proposal or RFP)

Harlingen Irrigation District Cameron County No. 1

Water Conservation Project

1 Preparation of Bid

Each response shall be prepared in the vendor's format that accurately describes the products capability, specifications, performance, pricing, delivery, warranty, support, and training. Proposals shall provide pricing and delivery, and those prices shall not include sales tax or materials, supplies, or equipment used or consumed in performance upon the receipt of a District's Purchase Order for proposed equipment. RFP responses tendered after due date and time designated in the RFP will not be accepted. Persons desiring further information or interpretation of the RFP shall make a request for such information to the District's Representative no later than seven working days before the RFP response due date. District will not be responsible for any other interpretations of the RFP.

2 Source of Funds

The Purchaser intends using part of the proceeds of a grant from the North American Development Bank (the Bank) for eligible payments under the Contract(s) for which this invitation for bids is issued. Payment by the Bank will be made only at the request of the Purchaser and upon approval by the Bank in accordance with the terms and conditions of the grant agreement and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank's grant will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

3 Eligibility and Qualifications

3.1 Subject to paragraph 2 above, this invitation for bids is open to contractors from any country unless specified otherwise in the bidding data.

3.2 No affiliate of a purchasing entity shall be eligible to bid or participate in a bid in any capacity whatsoever, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the purchasing entity and the affiliate.

3.3 Where a firm, its affiliates or parent company, in addition to consulting also has the capability to manufacture or supply goods or to construct works, that firm, its affiliates or

parent company normally cannot be a supplier of goods or works on a project for which it provides consulting services, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.

3.4 A bidder may submit or participate in any capacity whatsoever in only one bid for each contract. Submission or participation by a bidder in more than one bid for a contract (other than alternatives which have been permitted or requested) will result in the disqualification of all bids for that contract in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid.

3.5 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of the contract. A prequalified bidder should submit with its bid any information updating its original prequalification application or, alternatively, confirm in its bid that the original prequalification information submitted, remains essentially correct as of the date of bid submission.

3.6 If the Purchaser has not undertaken prequalification of potential bidders, to qualify for award of the contract, the bidder shall meet the qualifying criteria specified in the bidding data.

4 Cost of Proposal

The person submitting the proposal shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5 District Representatives: Receiving Agent and Technical Representative

Those responding to the RFP shall limit all conversations regarding this RFP to either the District's Receiving Agent or the Project Engineer:

Receiving Agent

Max Phillips
1222 E. Tyler Street, Suite F
Harlingen, Texas
Phone: 956-365-4949
Fax: 956-365-4928
Cell: 956-536-4928

Responders shall address all quote and technical questions in writing to the Technical Representative:

Tim Stanley
2711 West Anderson Lane, Suite 210
Austin, Texas 78757

Phone: 512-451-7100
Cell: 512-736-4822
Fax: 512-451-7120
email: tstanley@wt.net

6 Submission of Proposal

Each proposal, completed and signed by person(s) authorized to bind individual, partnership, firm, or corporation or any other legal entity, shall include the following information in a sealed envelope of size necessary to accommodate the proposal response. As a minimum, the response to the RFP shall include:

- a) Brief overview (two pages maximum) of the proposed equipment,
- b) Product description,
- c) Detailed specifications,
- d) Installation and installation planning requirements,
- e) Description of operation,
- f) Necessary programming requirements,
- g) Possible trouble shooting techniques,
- h) Instructions for installing firmware or firmware upgrades,
- i) Operating principles and configuration items,
- j) Other technical references,
- k) Pricing for quantity breakouts as indicated in this document,
- l) Delivery schedule (in quantity breaks)
- m) Training (if required),
- n) Support or Technical Assistance,
- o) Warranty.

The Proposal, while in the vendor's format, should include as a minimum the following sections:

- i. System overview
- ii. System specifications and features
- iii. Business related information
- iv. Support
- v. Pricing
- vi. References
- vii. Taxpayer Identification Number and Certification

7 Period of Validity of Proposals

The vendor must certify that its proposal will remain in effect for at least 90 days after the proposal due date. The District may request an extension beyond the initial 90 days. The proposals must contain a statement that satisfies this requirement.

8 Proposal Response Date and Location

Proposed response date and submittal location are as shown on the “Notice to Supplier”.

9 Selection Process

The district will analyze the proposals and may request that vendors provide additional information and documentation.

The successful vendor or vendors must meet the functional requirements described in this RFP. The intent of the RFP is to determine which vendors provide a product that is most advantageous to the District based upon the evaluation factors identified in this RFP. If a product demonstration is required, each vendor selected will be required to demonstrate specific functional requirements.

Vendor proposals will be scored based upon the following evaluation factors, after which the District may select the most responsible vendor whose proposal is determined to be the most advantageous to the District:

Evaluation Factor	Evaluation Criteria Points
Unit Cost	35
Unit Specification	50
Business Experience/References	5
Support	5
Delivery Schedule	5
Total Possible	100

Unit cost should be determined as the total proposed cost divided by the number of units. (i.e. support or other training and warranty cost should be included in the unit cost.)

The highest ranked proposal may be considered for further evaluation. In that event, finalist will be notified by telephone and mail, and arrangements will be made for unit demonstration and evaluation. A mutually acceptable time and date for a demonstration at the District’s headquarters in Harlingen may be scheduled. If such demonstration is warranted, all selected vendors will be required to demonstrate the same set of functional requirements. The District will evaluate the ability of each system to meet the unit specifications described in this RFP.

The District Representative will notify vendors of the responsible vendor whose proposal is determined to be the most advantageous to the District based upon the factors outlined in this RFP. The District reserves the right to negotiate the final price, package and contract with the vendor or vendors identified through the process.

10 Rejection of Proposal Response.

The following may be cause to reject a response to the RFP:

- (a) Responses containing omissions, qualifications or conditions not called for by the District, and/or incomplete responses, may be considered in noncompliance and may be rejected. In any case of ambiguity or lack of clarity in the response, the District reserves right to determine most advantageous response or to reject the response.
- (b) Unreasonable or unbalanced unit response prices.
- (c) More than one response for same Work from an individual, firm, partnership or corporation.
- (d) Collusion among those responding to the RFP.
- (e) Poor performance in execution of work under previous Purchase Order(s) with the District.
- (f) Default on previous Purchase Orders or failure to execute Purchase Order after award.
- (g) Evidence of failure to pay Subcontractors, Suppliers or employees.
- (h) The provided response has not adequately demonstrated to the District that the provider of the response has experience, knowledge and readily available equipment necessary to meet requirements of Purchase Order Documents.
- (i) District reserves right to reject any or all responses or to waive any informalities and irregularities.

11 Award and Execution of Purchase Order

The District will review and process RFP submissions expeditiously. The District, at its sole option, may select to not issue any Purchase Order. If the District does decide to issue a Purchase Order, it will process the Purchase Order expeditiously. However, the District will not be liable for any delays prior to the award or execution of Purchase Order.

12 Subchapter B of Statutes for State of Texas, Local Governments, Title 8, Section 252.

Subchapter. B. Competitive Bidding or Competitive Proposals Required is attached and is made a part of this document. All Proposal responses shall be submitted in accordance with the requirements and provisions of Subchapter B

13 Purchase Order Documents

The Purchase Order Documents consists and includes as a part of the Purchase Order the following documents:

1. Invitation to Suppliers
2. Notice to Suppliers
3. Request for Competitive Sealed Proposals
4. Specification for Spread Spectrum Telemetry Radios
5. Purchase Order Terms and Conditions

14 Addenda to Purchase Order Documents

The District may issue addenda to the Purchase Order Documents from time to time during the bid period. Such addenda shall be available at the Axiom-Blair Engineering office at 1222 E. Tyler Suite F, Harlingen, Texas by first contacting Max Phillips at 956-536-4928 and through the internet at <http://axiomblairengineering.com>. It is the Responsibility of the person submitting the proposal to periodically check with the District's Representative or at the above internet site for such addenda.

15 Entity Preparing Proposal and Seller

The entity preparing and submitting the RFP response to the District and the entity agreeing to sell the District the equipment, supplies, and/or material specified in the Purchase Order (the "Seller") shall be the same and identical entity.

16 Quoted Quantities

The District reserves the right to order between 20 and 70 radios at any time and proposals should include pricing and delivery times for lots of 10, 20, 50, and 70.

Purchasing Specifications for Spread Spectrum Telemetry Radio

This is the Purchasing Specification for the 900MHz Spread Spectrum Telemetry Radio hardware for 69 telemetry and flow measurement sites designed for license free operation in the 902 to 928MHz frequency band. The specifications for this selected telemetry component is delineated specifically here-in and is associated with a complete subsystem associated with a Water Conservation and Improvement Project for Harlingen Irrigation District Cameron County No. 1.

General Requirements

The Spread Spectrum radios shall be installed by either the district or by others in various locations in the vicinity of Harlingen, Texas. The transceivers shall be of a spread spectrum design and shall be designated for license free operation in the 902 MHz to 928MHz frequency band. Key features for these transceivers shall include:

- 128 operational frequencies over the 902MHz to 928MHz band with the capability of being subdivided into eight frequency zones.
- 65,000 Assignable Network Addresses.
- Network configuration from the master station.
- Data Transparency with host and Remote Telemetry Unit.
- Peak Hold Indication for the Radio that is integrated over at least 8 frequency hops.
- Operation at up to 115,200 bps of continuous data flow.
- Store and Forward Repeater Operation.
- Same hardware for Master or Remote radio configurations
- Supports both RS232 and RS 485 user interface
- Low current consumption, typically less than 10mA in “sleep” mode

Radio Characteristics

General

1. Frequency Hopping Range: Up to 128 frequencies within the 902MHz to 928MHz range, configurable in 3.2 MHz zones.
2. Hop Pattern: Based on Network Address.
3. Frequency Stability: greater than or equal to +/- 1.5 ppm.
4. Network Addresses: 65,000
5. Temperature Range: -40 degrees Fahrenheit to 158 degree Fahrenheit.

6. Humidity: less than 95% at 104 degree Fahrenheit, non-condensing.
7. Primary Power: 12Vdc (8 –24 Vdc range).
8. Typical Current for: Transmit Cycle – 575mA @12 Vdc; Receive Mode – 120mA @12Vdc; and sleep mode should be no more than 10mA at 12Vdc.
9. Size shall be no greater than 5.3” x 3.5” x 1.4”.
10. Must be FCC approved

Data Port Characteristics

1. Data Interface : RS-232/422/485
2. Interface Connector: DB-9 female
3. Data Rates: 1200, 2400, 4800,9600,19200,38400,57600,115200 bps asynchronous
4. Byte Length: 10 or 11 bits

RF Port Characteristics

1. RF Connector: TNC Female
2. Power Output (at radio RF output connector): 0.1 to 1.0 Watts (+20dBm to +30dBm) configurable by user.
3. Duty Cycle: continuous
4. Modulation Type: Binary Continuous-Phase Frequency Shift Keying (FSK).
5. Output Impedance: 50 Ohms
6. Spurious Output: -60dBc
7. Harmonic Output: -55dBc
8. Receiver Type: Double conversion superheterodyne
9. Receiver Sensitivity: -110 dBm
10. Channel Bandwidth: 200kHz
11. Signal plus Noise plus Distortion to Noise plus Distortion ratio (SINAD): Co-channel of at least –10dB, Adjacent channel: +30dB and two channels away: +40dB.
12. Synchronization Time with Master : typically 0.5 seconds.

Additional Characteristics:

1. The radio must have a Diagnostic Interface connection for configuration and control.
2. Power Interface shall be modular in nature attached securely.
3. The radio shall come with application software for user interface to program the radios in either Master or Remote configurations with the ability to save configurations for multiple remote unit programming. Also, the application software shall provide for radio diagnostics and other user needs, such as Radio Interference Checks and Performance Optimization. The software should be PC based
4. Extension of the radio network via a Store and Forward (SAF) capability shall be provided and shall adhere to general polling schemes used in most multiple-addressed systems.

Terms and Conditions of Purchase Orders
Harlingen Irrigation District Cameron County No. 1
(herein after known as “Purchaser”)

Agreement for Sale and Purchase

These terms and conditions are attached to, and made a part of, the Purchase Order from Purchaser to Seller, and the Seller and Purchaser agree to all terms and conditions of Purchase Order which consists of and includes as a part of the following documents:

- a. Purchase Order Form
- b. Purchase Order Specification
- c. Purchase Order Terms and Conditions

Any provision contained in any form or document submitted by Seller are rejected.

Termination for Convenience of Purchaser

Purchaser reserves the right to terminate the Purchase Order, or any part of it, for Purchaser's sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any and all suppliers and subcontractors to do the same. Seller shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller shall not unreasonably anticipate the requirements of this Purchase Order.

Termination for Cause

Purchaser may also terminate the Purchase Order, or any part of it, for cause in the event of any default by Seller, or if Seller fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to the Purchase Order, and failure to provide Purchaser, upon request, with adequate assurances of future performance shall all be non-exclusive causes allowing Purchaser to terminate the Purchase Order for cause. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount (except for products

and/or services already received and accepted by the Purchaser as satisfactory), and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that Purchaser has improperly terminated the Purchase Order for default, such termination shall be deemed a termination for convenience.

Warranty

Seller expressly warrants that all equipment, parts, or materials furnished under the Purchase Order (hereinafter referred to as "goods") shall conform to all terms, conditions, specifications, and standards contained in the Purchase Order, are new and have never been previously used, and are free from defect in material or workmanship. Seller warrants that all such goods will conform to any statements or representations made to Purchaser, or appearing on the containers or labels or advertisements for such goods and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods, Seller warrants that such goods will be fit for such particular purpose. Seller warrants that goods furnished will conform in all respect to samples. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, and assigns. Seller agrees to replace or correct defects of any goods not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified to such nonconformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. If Seller fails to correct defects in or replace nonconforming goods promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and charge Seller for the cost incurred by Purchaser in doing so. Seller recognizes that Purchaser's production requirements may require immediate repairs or reworking of defective goods, without notice to the Seller. In such event, Seller shall reimburse Purchaser for the costs, delays, or other damages which Purchaser has incurred.

Price Warranty

Seller warrants that the prices for the goods sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar goods in similar quantities. If Seller reduces its price for such goods during the term of the Purchase Order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on the Purchase Order Form shall be complete, and no additional charges of any type shall be added without Purchaser's written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

Force Majeure

Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause effecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional costs in holding the goods or delaying the performance of this agreement at Purchaser's request. Seller shall also be excused if delivery is delayed by the occurrence of unforeseen and unforeseeable events, provided Seller notifies Purchaser of such events as soon as they occur, and gives Purchaser its best estimate of revised delivery dates.

Cancellation of Purchase Order by Purchaser

If any delay exceeds 30 days from the original delivery date, Purchaser may cancel the Purchase Order without any liability. If Seller's production is only partially restricted or delayed, Seller shall use its best efforts to accommodate Purchaser's requirements, including giving the Purchase Order preference and priority over those of other customers which were placed after the Purchase Order.

Patents, Copyrights, and Trade Secrets

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any claim, demand, suit, or proceeding which may be brought against Purchaser or its directors, officers, agents, consultants, or employees for alleged infringement of any patent, copyright, trade secret, or any other intellectual property right, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Purchaser, its directors, officers, agents, consultants, and employees against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller. If any good, service, or intellectual property furnished or used under this Purchase Order is adjudged infringing and its use enjoined, Seller shall, at its own expense, secure for Purchaser the right to continue using it, or replace it with a non-infringing equivalent, or modify it so it becomes non-infringing.

Indemnification

Seller agrees to indemnify and hold harmless Purchaser, its directors, officers, agents, consultants, and employees against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury of any person or damage to any property alleged to have resulted from the goods ordered through the Purchase Order, and/or resulting from any act or omission of Seller, its agents, servants, employees and/or

subcontractors, and upon the tendering of any suit or claim to seller, to defend the same at seller's expense as to all costs, fees and damages. The foregoing indemnification will apply to the extent that the death, injury, or property damage is caused by the sole or concurrent negligence of Seller and whether Seller or Purchaser defends such suit or claims. To the extent that Seller's agents, servants, employees or subcontractors enter upon premises occupied by or under the control of Purchaser, in the course of the performance of the Purchase Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any persons, or of any damage to any property, arising out of acts or omissions of such agents, servants, employees, or subcontractors, and except to the extent that any such damage is due to Purchaser's comparative and direct negligence, and seller shall indemnify, defend and hold Purchaser, its directors, officers, employees, consultants, and agents harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees arising out of any act or omission of Seller, its agents, servants, employees or subcontractors.

Insurance

Seller shall maintain and require its subcontractors to maintain (1) public liability and property damage insurance including contractual liability (both general and vehicle) in amounts sufficient to cover obligations set forth in paragraph 8 above, and (2) workers' compensation and employer's liability insurance covering all employees engaged in the performance of the Purchase Order for claims arising under applicable workers' compensation and occupation disease acts. Seller shall furnish certificates to the Purchaser evidencing such insurance which expressly provide that no expiration, termination or modification will take place without thirty (30) days prior written notice to Purchaser.

Waste Transportation and Disposal.

Goods, materials, and chemicals supplied hereunder shall be accompanied by a Material Safety Data Sheet (MSDS) if required by applicable federal, state or local law, regulation, rule or ordinance.

Changes

Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, Seller shall send, prior to delivery, a written claim for any adjustment in price due to the change. If a claim for adjustment is not received prior to delivery Seller waives any such claim..

Inspection and Testing

Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect the goods and to reject any or all goods that are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Seller at Seller's expense and in addition to Purchaser's other rights. Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Purchaser receives goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to request replacement, as well as payment of damages. Nothing contained in the Purchase Order shall in any way relieve Seller from the obligation of testing, inspection and quality control.

Shipment

If, in order to comply with Purchaser's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting there from shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Purchaser. Seller shall bear all risk of loss of all merchandise covered by the Purchase Order until such merchandise has been delivered to the designated location.

Delivery

Time is of the essence of this Purchase Order, and if delivery of items or rendering of services is not completed by the time promised, Purchaser reserves the right without liability in addition to its other rights and remedies to terminate this Purchase Order by notice effective when received by Seller as to items not yet shipped.

Limitation on Purchaser's Liability -- Statute of Limitations

In no event shall Purchaser be liable for any anticipated profits of the Seller or for incidental or consequential damages to the Seller. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods delivered hereunder must be commenced by the Seller within one year after the date of scheduled delivery.

Waiver

Purchaser's failure to insist on performance of any of the terms or conditions of the Purchase Order or to exercise any right or privilege or Purchaser's waiver of any breach

hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Sales Tax

Pursuant to Section 151.309 of the Texas Tax Code, Purchaser is exempt from Texas sales and use tax.

Setoff

Purchaser may deduct or setoff any claims for payment against any amounts due Seller by the Purchaser arising out of this or any other transaction with Seller.

Assignments and Subcontracting

No part of the Purchase Order may be assigned or subcontracted by Seller without the prior written approval of Purchaser.

Purchase Order

The Purchase Order consists of the information listed on the Purchase Order Form, these terms and agreements, the requirements and specifications contained in the Purchase Order Specifications, the Instruction to Bidders, and the Notice to Bidders.

Entire Agreement

The Purchase Order constitutes the entire agreement between the Seller and the Purchaser.

Payment for Goods Delivered

All goods meeting the requirements of the Purchase Order and accepted by the Purchaser shall be invoiced by the Seller to the Purchaser no later than the last day of month. The Purchaser shall mail payment to the Seller for all goods meeting the requirements of the Purchase Order and accepted by the Purchaser by the 10th day of the next month. Any invoices received after the last day of the month and before the 10th day of the next month shall be held for payment until the 10th day of the month after the next month.

SUBCHAPTER B. COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED

§ 252.021. Competitive Requirements for Certain Purchases

Subsection (a) as amended by Acts 2001, 77th Leg., ch. 115, § 1 and Acts 2001, 77th Leg., ch. 436, § 3

(a) Before a municipality may enter into a contract that requires an expenditure of more than \$25,000 from one or more municipal funds, the municipality must:

(1) comply with the procedure prescribed by this chapter for competitive sealed bidding or competitive sealed proposals; or

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing.

Subsection (a) as amended by Acts 2001, 77th Leg., ch. 115, § 1 and by Acts 2001, 77th Leg., ch. 1409, §1

(a) Before a municipality may enter into a contract that requires an expenditure of more than \$25,000 from one or more municipal funds, the municipality must comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals or with a method described by Subchapter H, Chapter 271.

(b) Before a municipality with a population of less than 75,000 may enter into a contract for insurance that requires an expenditure of more than \$5,000 from one or more municipal funds, the municipality must comply with the procedure prescribed by this chapter for competitive sealed bidding.

(c) A municipality may use the competitive sealed proposal procedure for **high technology** procurements and, in a municipality with a population of 75,000 or more, for the purchase of insurance.

(d) This chapter does not apply to the expenditure of municipal funds that are derived from an appropriation, loan, or grant received by a municipality from the federal or state government for conducting a community development program established under Chapter 373 if under the program items are purchased under the request-for-proposal process described by Section 252.042. A municipality using a request-for-proposal process under this subsection shall also comply with the requirements of Section 252.0215.

§ 252.042. Requests for Proposals for Certain Procurements

(a) Requests for proposals made under Section 252.021 must solicit quotations and must specify the relative importance of price and other evaluation factors.

(b) Discussions in accordance with the terms of a request for proposals and with regulations adopted by the governing body of the municipality may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. Acts 1987, 70th

[Bidder's letterhead]

[Date]

[Name and address]

Dear :

The undersigned party certifies that [name of bidding company] complies with the following criteria:

The company nor any of its employees, agents, or officers have not engaged and will not engage in bribery of domestic or foreign officials related to potential or active North American Development Bank projects.

The company has a written policy that clearly prohibits the use of any bribery in any activity.

The company nor any of its employees, agents, or officers have neither been convicted of (nor found by a civil judgment to have committed) bribery of domestic officials, fraud, embezzlement, theft, forgery, destruction of records, making false statements to government officials, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty, within five years of the date of this certification.

Neither the company nor any of its employees, agents, or officers has participated in form of collusion with regard to other bidders or potential bidders regarding the price or other criteria for the bid to which this letter is attached and made a part of.

Printed name

Signature

Position in bidding company

Date