



**Badger Meter**

## JEFFERSON PARISH DEPARTMENT OF WATER

Invitation to Bid 50–00143412  
Purchase of NICOR Water Meter Connectors for the  
Jefferson Parish Department of Water  
Due Date: Monday, October 2, 2023, at 11:00 AM

September 28, 2023

Ms. Jill Truelove, Purchasing Specialist I  
Jefferson Parish Department of Water  
200 Derbigny Street  
General Government Building, Suite 4400  
Gretna, LA 70053

**RE: Purchase of NICOR Water Meter Connectors for the Jefferson Parish  
Department of Water**

*Due Date: Monday, October 2, 2023, at 11:00 AM*

Dear Ms. Truelove:

Accompanying this letter is the response from Badger Meter Inc. ("Badger Meter") to the Jefferson Parish Department of Water's ("the Parish") Purchase of NICOR Water Meter Connectors for the Jefferson Parish Department of Water Invitation to Bid (ITB) 50-00143412, requesting NICOR Water Meter Connectors. Badger Meter appreciates the opportunity to support the Parish's objectives set forth with the release of this ITB. At Badger Meter, we take our customers' needs seriously and look forward to demonstrating to the Parish what it means to partner with us. The commitment of Badger Meter is to provide the Parish high-quality products that are readily available and offer extraordinary value. Our people, operations, and products have allowed us to deliver on this commitment consistently, without failure.

Badger Meter is a market leader in water meter technology with 118+ years of experience designing, manufacturing, and supplying water meters, including over 35 million water meters installed nationwide. Badger Meter is primarily focused on the water utility industry and have been a leading provider of AMR/AMI solutions, since 1986. Badger Meter has continued to develop and evolve our technology from the first system installed. Since Badger Meter introduced the ORION® endpoint, we have successfully deployed millions of endpoints for thousands of utilities with a consistent failure rate below 0.5%. With over a century in the metering business, and decades of experience providing best-in-class AMR/AMI hardware and software solutions, the Parish can rest assured Badger Meter is a reputable company renowned for providing the highest-quality products.

For this response to the Parish's ITB, please note payment terms are net 30. Prices quoted herein will remain firm if acceptance is made within 60 days. This letter, as well as the general

disclosures attached hereto, is incorporated by reference into the agreement between the parties.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at [proposals@badgermeter.com](mailto:proposals@badgermeter.com). Additionally, you may contact your Account Manager, Brent Bennett, by telephone at 225-305-3079 and by email at [bbennett@badgermeter.com](mailto:bbennett@badgermeter.com).

We appreciate the opportunity to support your metering needs.

Sincerely,

BADGER METER, INC.

Jennifer A. Dunk  
Assistant Secretary and Proposal Lead

# GENERAL DISCLOSURES

## CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2023 Badger Meter, Inc. All rights reserved.

## DISCLOSURES

Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products, provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

We provide certification files to help you manage your meter and endpoint inventory along with the corresponding meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

If applicable, sales tax and freight, will be based on rates and tax status in effect at the time of invoicing.

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# AUTHORIZATION TO SIGN





4545 W Brown Deer Road  
PO Box 245036  
Milwaukee, Wisconsin 53224-9536  
414-355-0400 | 800-876-3837  
www.badgermeter.com

C E R T I F I C A T I O N  
O F S I G N A T U R E A U T H O R I T Y

I certify as follows:

By Board Resolution adopted by the Board of Directors of Badger Meter, Inc. and in full force and effect as of this date:

The following *elected executive officers* are, among other things, hereby authorized to execute, amend, and cancel bids and contracts for the sale of products, distributor and representative agreements, bid bonds, surety bonds, contracts, leases and certain other legally binding documents in the ordinary course of business, in the name of Badger Meter, Inc.

Kenneth C. Bockhorst	Chairman, President and Chief Executive Officer
Robert A. Wrocklage	Senior Vice President – CFO
Lars B. Kristensen	Vice President – Global Flow Instrumentation and International Utility
Kimberly K. Stoll	Vice President – Sales and Marketing
Matthew L. Stuyvenberg	Vice President – Water Quality
William R. A. Bergum	Vice President – General Counsel & Secretary

Pursuant to the Power granted by the Board of Directors, the following *elected non-executive officers* are hereby authorized to execute, amend, and cancel bids, bid-related contracts and documents, requests for proposals and quotes, and all other bid-related documentation in the name of Badger Meter, Inc.

Jennifer A. Dunk	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Wayne Dennis	Assistant Secretary	Senior Director - International Sales & Marketing &
Claire A. Evans	Assistant Secretary	Proposal Manager – Bids and Contract Administration
Nicholas J. Gemmell	Assistant Secretary	Senior Legal Counsel
Matthew B. Giesecke	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Charity D Granberry	Assistant Treasurer	Milwaukee Accounting Manager
Shauna A. Griffin	Assistant Secretary	Sr. Director – Utility Sales
Benjamin E. Loomis	Assistant Secretary	Milwaukee Credit Manager
David A. Miller	Assistant Secretary	Counsel II
Rachel J. Meyer	Assistant Secretary	Proposal Lead – Bids and Contract Administration
Jevgeni Neufeld	Assistant Treasurer	Director - Finance
Christie M. Tarantino	Assistant Treasurer	Director - Accounting & External Reporting
Kavin Tedamrongwanish	Assistant Secretary	Counsel III

BY:

June 13, 2023  
Date

William R. A. Bergum,  
Vice President - General Counsel & Secretary  
Badger Meter, Inc.

# INVITATION TO BID FORMS





DATE: 9/26/2023

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 5

BID NO.: 50-00143412

**JEFFERSON PARISH**

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:  
JTRUELOVE

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

8 Weeks ARO

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

Not Applicable

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

Not Applicable

In the event that addenda are issued with this bid, bidders **MUST** acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) Not Applicable

**\*\*\* ALL BIDDERS MUST COMPLETE SECTION BELOW \*\*\***

FIRM NAME:

Badger Meter, Inc.

SIGNATURE:

(Must be signed here)

TITLE:

Assistant Secretary and  
Proposal Lead

PRINT OR TYPE NAME:

Jennifer A. Dunk

ADDRESS:

4545 W Brown Deer Road

CITY, STATE:

Milwaukee, WI

ZIP:

53223

TELEPHONE:

(800 ) 876-3837

FAX:

(414 ) 371-5981

EMAIL ADDRESS:

proposals@badgermeter.com

TOTAL PRICE OF ALL BID ITEMS: \$ 29,430.72

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00143412

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	48.00	EA	<p>Purchase of NICOR Water Meter Connectors for the Jefferson Parish Department of Water</p> <p>0010 WATER METER CONNECTOR: USG NICOR, DISC, M170 2 IN-ELL DR W/TP, 430SS, SS, TS-135, SN YR 9D &amp; PBB, HR-E, 4CXN2 ORION, PL LID. SHRD/GRY, TRX SCRW, SIDEWALK READ, 8D-1 GAL, SN YR 9D IN &amp; OUT, NICOR 6", BMI # 101-5384. SK# 00-0381770</p> <p>MO23-2105518</p> <p>WATER DEPT. - EB WAREHOUSE JERRY ZERINGUE DELIVER TO:</p> <p>JEFFERSON PARISH EASTBANK WAREHOUSE 4901 JEFFERSON HWY JEFFERSON, LA. 70121 (504) 731-4648</p>	\$ 613.14	\$ 29,430.72

# PRODUCT WARRANTY DOCUMENTATION





**Badger Meter**

## Lead-Free Bronze Disc Meters

### PRODUCTS COVERED

This warranty shall apply to all Recordall® Lead-Free Bronze Disc Meters, models 25 through 170, when used to measure potable water, including the registers used with these meters (collectively "Product") sold on or after January 25, 2019. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

### MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within the following time frames and those listed in the table below:

#### Housings

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

#### Local Registers Supplied with the Meters Listed Herein

Twenty-five (25) years and six (6) months after shipment from Badger Meter.

	AWWA New Meter Accuracy	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	Badger Meter Extended Low Flow Meter Accuracy
<b>Recordall Meter Model, Size</b>	<i>The meter product will meet or exceed new meter accuracy standards set forth in AWWA Standard C700 for the following periods:</i>	<i>The meter product will meet or exceed repaired meter accuracy standards set forth in AWWA Manual M-6, Chapter 5, Table 5.3 for the following periods:</i>	<i>Badger Meter further warrants the meter product to meet or exceed the following extended low flow accuracies in excess of AWWA standard:</i>
<b>Model 25, 5/8 in. and 5/8 x 3/4 in.</b>	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 25 gpm safe maximum operating capacity and a 15 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 98.5% at a rate of 1/4 gpm and low flow accuracy of 95.0% at a rate of 1/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
<b>Model 35, 3/4 in.</b>	Five (5) years from date of shipment or registration of 750,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 2,500,000 gallons, whichever occurs first, with a 35 gpm safe maximum operating capacity and a 25 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 97% at a rate of 3/8 gpm for five (5) years from date of shipment or registration of 675,000 gallons, whichever occurs first.
<b>Model 55, 1 in.</b>	Five (5) years from date of shipment or registration of 1,000,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,000,000 gallons, whichever occurs first, with a 55 gpm safe maximum operating capacity and a 40 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1/2 gpm for three (3) years from date of shipment or registration of 575,000 gallons, whichever occurs first.
<b>Model 70, 1 in.</b>	Five (5) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 3,250,000 gallons, whichever occurs first, with a 70 gpm safe maximum operating capacity and a 50 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 3/4 gpm for three (3) years from date of shipment or registration of 1,100,000 gallons, whichever occurs first.
<b>Model 120, 1-1/2 in.</b>	Two (2) years from date of shipment or registration of 1,600,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 5,600,000 gallons, whichever occurs first, with a 120 gpm safe maximum operating capacity and a 80 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/4 gpm for two (2) years from date of shipment or registration of 1,440,000 gallons, whichever occurs first.
<b>Model 170, 2 in.</b>	Two (2) years from date of shipment or registration of 2,100,000 gallons, whichever occurs first.	Fifteen (15) years from date of shipment or registration of 10,400,000 gallons, whichever occurs first, with a 170 gpm safe maximum operating capacity and a 100 gpm maximum rate for continuous operation.	Badger Meter warrants Product low flow accuracy of 95% at a rate of 1-1/2 gpm for two (2) years from date of shipment or registration of 1,890,000 gallons, whichever occurs first.

## PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. Any eligible Product repaired or replaced by Badger Meter will retain the original Product's warranty based on the original Product purchase date, at Badger Meter's sole discretion. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

## LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C700 and AWWA M6 Manual, as applicable. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical and/or operational literature, or which have been exposed to adverse installation conditions, damaged by any water conditions and/or water quality, including but not limited to foreign matter in the water such as dirt, sand, minerals, debris, deposits, biofilms, extreme corrosivity, or other impurities, or which have been subject to passage of high-speed air slugs, vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of Title).

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

## Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price.

BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS:

- (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY
- (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND
- (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

## Making Water Visible®

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Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0  
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503  
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Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

Legacy Document Number: RD-W-4-AWWA-EN



**Badger Meter**

**HR-E®**

**High Resolution Encoder**

## PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E®) ("Product"), sold on or after June 18, 2021. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

## MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within twenty (20) years and six (6) months after shipment from Badger Meter.

This warranty is prorated as follows: For the first ten (10) years of the warranty the Product is replaced at no charge, and the warranty is prorated at price discounts during the last ten (10) years of the warranty.

Specifically, Badger Meter will repair or replace, at its discretion, a non-performing Product at no cost during the first ten (10) years of the warranty and at prorated price discounts during the last ten (10) years of the warranty. Badger Meter will apply these prorated price discounts to the Product list prices in effect at the time of Product return and according to the following prorated price discount schedule:

- Years 11 through 12—75% discount
- Years 13 through 15—50% discount
- Year 16—40% discount
- Year 17—30% discount
- Year 18—20% discount
- Years 19 through 20—10% discount

Replacement Products are warranted for and under the balance of the original applicable Product warranty.

## PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or

distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

## LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (**except warranties of Title**).

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

## Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

***SMART WATER IS BADGER METER***

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## Jefferson Parish Department of Water, Purchase of NICOR Water Meter Connectors for the Jefferson Parish Department of Water, September 28, 2023

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