



**GENERAL INFORMATION**  
**CITY OF FRISCO, TEXAS**

**COMPETITIVE SEALED REBID NO. 0910-004**

**WATER, SEWER & METER PARTS**

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***November 3, 2008 @ 2:00PM***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND ONE COPY REQUIRED**  
~~~~~

**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

**CITY OF FRISCO  
TOM JOHNSTON,  
PURCHASING MANAGER  
6101 Frisco Square Blvd.,  
FRISCO, TX 75034**

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

**Tom Johnston C.P.M.  
Purchasing Manager  
[tjohnston@friscotexas.gov](mailto:tjohnston@friscotexas.gov)  
972 292 5540**

**Jean Stellatella  
Buyer  
[jstellatella@friscotexas.gov](mailto:jstellatella@friscotexas.gov)  
972 292 5541**



## CITY OF FRISCO

### COMPETITIVE SEALED REBID NUMBER 0910-004

#### Water, Sewer & Meter Parts

**BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE "COPY" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

**The City of Frisco (the "City") is accepting Competitive Sealed Rebids for an Annual Contract for Water, Sewer & Meter Parts with four (4) additional one (1) year city optional renewal periods. This rebid will be awarded by grouping. Each grouping will be awarded to one vendor, the lowest responsible, responsive bidder. Vendors must subtotal each grouping as well as grand total for the entire bid. If there is a % off, the unit price must be reflective of the % off**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Bid must be received by November 3, 2008 at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on November 3, 2008 at 2:05 PM.**

Write the competitive sealed rebid number 0910-004, name of rebid, Water, Sewer, & Meter Parts and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/BID FORM**

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

## GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

### BIDDING

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

## **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

## **CONTRACT**

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes

and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov).

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)  
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

#### Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

#### Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

## Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name and address of principal place of business, and phone number of your company's majority owner:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF COLLIN    \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |                          |     |                          |    |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation         | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

NO     YES    If yes, specify () MBE    () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?     NO     YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

For explanation please see Terms and Conditions Item #43

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor or other person doing business with local governmental entity

**5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

6

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

**BIDDER REMINDER LIST:  
REQUESTED DOCUMENTATION INCLUDED?  
ORIGINAL AND ONE (1) COPY INCLUDED?  
ALL BLANKS COMPLETED ON THIS BID FORM?  
COMPLETED COMPANY PROFILE/REFERENCES?  
COMPLETED SIGNATURE?**



**GENERAL INFORMATION**  
**CITY OF FRISCO, TEXAS**  
**CITY OF FRISCO PURCHASING DIVISION**

**This rebid will be awarded by grouping. Each grouping will be awarded to one vendor, the lowest responsible, responsive bidder. Vendors must subtotal each grouping as well as grand total for the entire bid. If there is a % off, the unit price must be reflective of the % off**

**BID FORM**  
**0910-004**  
**Water, Sewer, & Meter Parts**

WATER VALVE AND HYDRANTS GROUP-ALL FIRE HYDRANTS MUST BE EQUIPPED WITH ONE 4" MAIN STEAMER & TWO 2.5" STEAMERS						
ACCEPTABLE BRANDS: WATEROUS & AMERICAN DARLING						
ITEM	PARTS DESCRIPTION	QUANTITY	BRAND	UNIT PRICE	% DISCOUNT	EXTENDED PRICE
1	3' FIRE HYDRANT	4				
2	4' FIRE HYDRANT	6				
3	5' FIRE HYDRANT	10				
4	6" FIRE HYDRANT EXTENSION - WATEROUS	10				
5	6" FIRE HYDRANT EXTENSION - AMERICAN DARLING	2				
6	6" FIRE HYDRANT EXTENSION - MUELLER	10				
7	6" FIRE HYDRANT EXTENSION - M & H	5				

8	12" FIRE HYDRANT EXTENSION – WATEROUS	5				
9	12" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
10	12" FIRE HYDRANT EXTENSION – MUELLER	5				
11	12" FIRE HYDRANT EXTENSION – M & H	5				
12	18" FIRE HYDRANT EXTENSION – WATEROUS	5				
13	18" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
14	18" FIRE HYDRANT EXTENSION – MUELLER	5				
15	18" FIRE HYDRANT EXTENSION – M & H	5				
16	24" FIRE HYDRANT EXTENSION – WATEROUS	5				
17	24" FIRE HYDRANT EXTENSION – AMERICAN DARLING	5				
18	24" FIRE HYDRANT EXTENSION – MUELLER	5				
19	24" FIRE HYDRANT EXTENSION – M & H	5				
20	SAFETY REPAIR KIT-M&H HYDRANT	5				
21	SAFETY REPAIR KIT-MUELLER HYDRANT	5				
22	SAFETY REPAIR KIT-WATEROUS HYDRANT	20				
23	SAFETY REPAIR KIT – AMERICAN DARLING	2				
24	MUELLER HYDRANT MAIN VALVE GASKET	20				
25	WATEROUS HYDRANT MAIN VALVE GASKET	20				
26	M&H HYDRANT MAIN VALVE GASKET	20				
27	AMERICAN DARLING MAIN VALVE GASKET	2				
28	18"-24" CI VALVE BOX	20				
29	24"-36" CI VALVE BOX	20				
30	48"-59" CI VALVE BOX	20				

31	14"-CI VALVE BOX EXTENSION	20				
32	2'-CI VALVE BOX EXT	15				
33	2" VALVE BOX RISER	30				
34	4" VALVE BOX RISER	30				
35	6" VALVE BOX RISER	30				
36	2 1/2 " WATEROUS HOSE NOZZLE	30				
37	4" WATEROUS STEAMER NOZZLE	15				
38	2 1/2" MUELLER HOSE NOZZLE	15				
39	4" MUELLER STEAMER NOZZLE	10				
40	2 1/2" M&H HOSE NOZZLE	30				
41	4" M&H STEAMER NOZZLE	15				
42	WATEROUS 5-1/4 BRONZE VALVE SEAT	20				
43	MUELLER 5-1/4 BRONZE VALVE SEAT	10				
<p><b>ALL VALVES ARE REQUIRED TO HAVE A NON-RISING BRASS STEM, RESILIENT WEDGE, OPEN COUNTER CLOCKWISE FUSION EPOXY COATING</b></p>						
<p><b>ACCEPTABLE BRANDS: MEULLER, M&amp;H, WATEROUS</b></p>						
44	2" IP GATE VALVE (SQ. NUT)	6				
45	6" MJ GATE VALVE	12				
46	6" MJ X FL GATE VALVE	1				
47	8" MJ GATE VALVE	6				
48	12" MJ GATE VALVE	2				
	<b>WATER VALVE AND HYDRANTS SUBTOTAL:</b>					

(ITEMS 1-48)

## WATER MAINTENANCE GROUP

TAPPING SADDLES  
ALL TAPPING SADDLES  
MUST BE DOUBLE BAND  
BRASS C.C. OR I.P.  
ACCEPTABLE BRANDS:  
FORD, MCDONALD, CAMBRIDGE

49	2x3/4 BRONZE TAPPING SADDLE	10				
50	2X1 BRONZE TAPPING SADDLE	6				
51	4X3/4 BRONZE TAPPING SADDLE	1				
52	4X1 BRONZE TAPPING SADDLE	1				
53	4X2 BRONZE TAPPING SADDLE	1				
54	6X3/4 BRONZE TAPPING SADDLE	12				
55	6X1 BRONZE TAPPING SADDLE	12				
56	6X1-1/2 BRONZE TAPPING SADDLE	12				
57	6X2 BRONZE TAPPING SADDLE	12				
58	8X3/4 BRONZE TAPPING SADDLE	24				
59	8X1 BRONZE TAPPING SADDLE	24				
60	8X1-1/2 BRONZE TAPPING SADDLE	24				
61	8X2 BRONZE TAPPING SADDLE	24				
62	12X3/4 BRONZE TAPPING SADDLE	24				
63	12X1 BRONZE TAPPING SADDLE	24				
64	12X1-1/2 BRONZE TAPPING SADDLE	24				
65	12X2 BRONZE TAPPING SADDLE	24				
66	16"X3/4" DOUBLE STRAP BRASS TAPPING SADDLE	12				

67	16"X1" DOUBLE STRAP BRASS TAPPING SADDLE	12				
68	16"X1 1/2" DOUBLE STRAP BRASS TAPPING SADDLE	12				
69	16"X2" DOUBLE STRAP BRASS TAPPING SADDLE	12				
70	ALL FITTINGS HAVE MINIMUM WORKING P.S.I. 250					
71	6" MJ 90	2				
72	6" MJ 45	2				
73	6" MJ 22-1/2	2				
74	6" MJ 11-1/4	2				
75	6X24 ANCHOR COUPLING	10				
76	ANCHOR 90	10				
77	8" MJ90	2				
78	8" MJ45	2				
79	8" MJ 22-1/2	2				
80	8" MJ 11-1/4	2				
81	12" MJ 90	2				
82	12" MJ 45	2				
83	6" GLAND PACK & BOLTS	48				
84	8" GLAND PACK & BOLTS	48				
85	12" GLAND PACK & BOLTS	48				
86	16" GLAND PACK & BOLTS	18				
87	18" GLAND PACK & BOLTS	18				
88	20" GLAND PACK & BOLTS	12				
89	24" GLAND PACK & BOLTS	12				
90	6" MEGA LUB & BOLTS	48				
91	8" MEGA LUB & BOLTS	48				
92	12" MEGA LUG & BOLTS	24				
93	16" MEGA LUB & BOLTS	12				
94	18" MEGA LUG & BOLTS	8				
95	20" MEGA LUB & BOLTS	8				
96	24" DI RETAINER GLAND	8				
97	30" DI RETAINER GLAND	8				
98	36" DI RETAINER GLAND	8				
99	42" DI RETAINER GLAND	8				
100	6" MJ PLUG	4				
101	6" MJ CAP	4				
102	8" MJ PLUG	4				
103	8" MJ CAP	4				
104	12" MJ PLUG	2				
105	12" MJ CAP	2				
106	6" MJ TEE	2				
107	8" MJ TEE	2				
108	12" MJ TEE	2				

109	6" 2 BOLT HY MAX DRESSER COUPLING	24				
110	8" 2 BOLT HY MAX DRESSING COUPLING	24				
111	6X12 SLEEVE	24				
112	8X12 SLEEVE	24				
113	12X12 SLEEVE	24				
114	16" SLEEVE	4				
115	18" SLEEVE	4				
116	20" SLEEVE	4				
117	24" SLEEVE	4				
118	30" SLEEVE	4				
119	36" SLEEVE	4				
120	42" SLEEVE	4				
121	¾" BRASS TEE	8				
122	1" BRASS TEE	8				
123	1-1/2" BRASS TEE	8				
124	2" BRASS TEE	8				
125	2" X ALL BRASS NIPPLE	20				
126	1X4 BRASS NIPPLE	20				
127	1X6 BRASS NIPPLE	20				
128	2X4 BRASS NIPPLE	20				
129	2X6 BRASS NIPPLE	20				
130	¾ ALL BRASS NIPPLE	20				
131	¾X4 BRASS NIPPLE	20				
132	¾X6 BRASS NIPPLE	20				
133	1 X ALL BRASS NIPPLE	20				
134	1-1/2 ALL BRASS NIPPLE	20				
135	1-1/2X4 BRASS NIPPLE	20				
136	1-1/2X6 BRASS NIPPLE	20				
137	1" COMP X MIP ADAPTER	20				
138	1" COMP X FIP ADAPTER	50				
139	1" COMP X COMP 90	4				
140	2" COMP X MIP ADAPTER	20				
141	2" COMP X FIP ADAPTER	50				
142	¾" COMP X COMP COUPLING	50				
143	¾" COMP X MIP ADAPTER	25				
144	COMP X FIP ADAPTER	50				
145	1" COMP X COMP COUPLING	50				
146	1-1/2" COMP X COMP COUPLING	50				
147	1-1/2" COMP X MIP ADAPTER	50				

148	1-1/2" COMP X FIP ADAPTER	50				
149	2" COMP X COMP COUPLING	50				
150	3/4" BRASS COUPLING	4				
151	1" BRASS COUPLING	4				
152	1-1/2" BRASS COUPLING	4				
153	2" BRASS COUPLING	20				
154	3/4 X 1/2 BRASS BUSHING	2				
155	1 X 1/2 BRASS BUSHING	2				
156	1 X 3/4 BRASS BUSHING	8				
157	1-1/2 X 3/4 BRASS BUSHING	8				
158	1-1/2 X 1 BRASS BUSHING	12				
159	1-1/2 X 1-1/4 BRASS BUSHING	8				
160	2 X 1/2 BRASS BUSHING	8				
161	2 X 3/4 BRASS BUSHING	8				
162	2 X 1 BRASS BUSHING	12				
163	2 X 1-1/2 BRASS BUSHING	12				
164	3/4" CC BRASS PLUG	24				
165	3/4" IP BRASS PLUG	24				
166	1" CC BRASS PLUG	24				
167	1" IP BRASS PLUG	24				
168	1 1/2" CC BRASS PLUG	10				
169	1 1/2" IP BRASS PLUG	10				
170	2" CC BRASS PLUG	24				
171	2" IP BRASS PLUG	24				
172	2" COMP X IP CURB STOP FULL PORT BALL TYPE	6				
173	3/4 " COMP CORP BALL TYPE	120				
174	3/4 " CORP IP X COMP BALL TYPE	40				
175	1" COMP CORP BALL TYPE	250				
176	1-1/2" COMP CORP BALL TYPE	20				
177	2" COMP CORP BALL TYPE	50				
178	3/4 " COMP ANGLE STOP FULL PORT BALL TYPE	120				
179	1" COMP ANGLE STOP FULL PORT BALL TYPE	300				
180	1-1/2" COMP ANGLE STOP FULL PORT BALL TYPE	20				
181	2" COMP ANGLE STOP FULL PORT BALL TYPE	50				

182	¾" COMP X 1P CURB STOP FULL PORT BALL TYPE	20				
183	1" COMP X IP CURB STOP FULL PORT BALL TYPE	20				
184	8 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
185	12 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
186	16 X 24 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	10				
187	6 X 15 CI FULL CIRCLE CLAMP W/STAIN B OLTS & LUGS	25				
188	6 X 15 AC FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
189	8 X 15 CI FULL CIRCLE CLAMP W/STAIN BOLTS & LUGS	25				
190	WATER PIPE/TUBING/PLASTIC WRAP & TAPE					
191	6" CL200 PVC DR 14-GSK BLUE	240'				
192	8" CL200 PVC DR 14-GSK BLUE	240'				
193	12" CL150 PVC DR 18-GSK BLUE	240'				
194	16" CL150 PVC DR 18 -GSK BLUE	120'				
195	18" CL150 PVC DR18-GSK BLUE	80'				
196	20" CL150 PVC DR18-GSK BLUE	80'				
197	30" DUCTILE IRON PIPE	40'				
198	36" DUCTILE IRON PIPE	40'				
199	¾ COPPER TUBING "K"	1500'				
200	1" COPPER TUBING "K"	2000'				
201	1-1/2 COPPER TUBING "K"	300'				
202	2" COPPER TUBING "K"	400'				
203	¾" Poly Pipe 200 PSI Rating	1000'				
204	1" Poly Pipe 200 PSI Rating	1500'				

205	1 ½" Poly Pipe 200 PSI Rating	200'				
206	2" Poly Pipe 200 PSI Rating	400'				
207	¾" SS INS Stiffner CTS	200 each				
208	1" SS INS Stiffner CTS	250 each				
209	1 ½" SS INS Stiffner CTS	50 each				
210	2" SS INS Stiffner CTS	100 each				
211	PLASTIC PIPE WRAP	120 ROLLS				
212	BLACK PLASTIC TAPE	10 CASES				
213	1-1/4" 2 BOLT DRESSER	6				
214	1-1/2" 2 BOLT DRESSER	20				
215	2" 2 BOLT DRESSER	20				
	<b>WATER MAINTENANCE GROUP SUBTOTAL</b>					

(Items 49-215)

### SEWER MAINTENANCE

216	24X2 MANHOLE RISER CAST IRON	40				
217	24X2 MANHOLE RISER CONCRETE	40				
218	24X4 MANHOLE RISER CAST IRON	15				
219	24X6 MANHOLE RISER CAST IRON	15				
220	4" SDR 35 PVC PIPE (GREEN)	400'				
221	6" SDR 35 PVC PIPE (GREEN)	200'				
222	8" SDR 35 PVC PIPE (GREEN)	100'				
223	10" SDR 35 PVC PIPE (GREEN)	100'				
224	12" SDR 35 PVC PIPE (GREEN)	100'				
225	15" SDR 35 PVC PIPE (GREEN)	100'				
226	4" SLIP COUPLING (GASKET)	50				
227	4" GLUE COUPLING	50				
228	4" SLIP 22 (GASKET)	50				
229	4" SLIP 45 (GASKET)	50				

230	4" SLIP STREET 22 (GASKET)	50				
231	4" GLUE STREET 22	50				
232	4" SLIP STREET 45 (GASKET)	50				
233	4" GLUE STREET 45	50				
234	4X4 SDR 35 WYE	50				
235	SDR35 X SCH 40 REDUCER	40				
236	15X4 RUBBER TEE (SADDLE)	20				
237	15X4 RUBBER WYE (SADDLE)	10				
238	4" PVC PLUG	30				
239	6" PVC PLUG	20				
240	8" PVC PLUG	20				
241	4" EXPANDABLE PLUG	2				
242	6" EXPANDABLE PLUG	2				
243	8" EXPANDABLE PLUG	2				
244	10" EXPANDABLE PLUG	2				
245	CAST IRON CLEAN OUT	40				
246	CAST IRON CLEAN OUT LID	40				
247	4" RUBBER CAP	50				
248	4" PVC-PVC CT ADAPTER	100				
249	4" PVC-CLAY CT ADAPTER	50				
250	6" PVC-PVC CT ADAPTER	50				
251	6" PVC-CLAY CT ADAPTER	50				
252	8" PVC-PVC CT ADAPTER	20				
253	8" PVC-CLAY CT ADAPTER	20				
254	10" PVC-PVC CT ADAPTER	20				
255	12" PVC-PVC CT ADAPTER	20				
256	12" PVC-CLAY ADAPTER	10				
257	HTH GRANULAR 5 LBS.	50				
258	24" 300 LB MANHOLE LID	15				
259	24" 400 LB MANHOLE LID	15				
260	24" 300 LB MANHOLE RING	15				
261	24" 400 LB MANHOLE RING	15				
262	24" 300 LB MANHOLE RING & LID	15				
263	24" 400 LB MANHOLE RING & LID	15				

264	JET PLUG CEMENT - 5 GALLON BUCKETS	300				
	<b>SEWER MAINTENANCE GROUP SUBTOTAL</b>					

(Items 216-264)

### METER MAINTENANCE

265	1-1/2" METER FLANGE SET	750				
266	2" METER FLANGE SET	750				
267	3/4" STRAIGHT METER COUPLING	750				
268	1" STRAIGHT METER COUPLING	3000				
269	3/4" X7" METER RISER	100				
270	3/4" X15" METER RISER	100				
271	1" X10" METER RISER	100				
272	1" X12" METER RISER	100				
273	1" X18" METER RISER	50				
274	1-1/2" X18" METER RISER	10				

METER BOXES 5/8" TO 1" RESIDENTIAL PLASTIC METER BOX (DFW1814PLCIR) DFW PLASTIC OR APPROVED EQUAL 1-1/2" TO 2" RESIDENTIAL METER PLASTIC METER BOX (DW2818PLCIR) DFW PLASTIC OR APPROVED EQUAL

275	14" X18" PLASTIC METER BOX	300				
276	18" X24" METER BOX	200				
277	2-1/2" FIRE HYDRANT METER GASKET	1000				
278	1-1/2" METER GASKETS	1000				
279	2" METER GASKETS	1000				
280	3/4" METER GASKETS	3000				
281	1" METER GASKETS	7000				
282	ADAPTER A34	300				
283	2-1/2" BOLT SET	200				

284	2" DOUBLE CHECK VALVE WATTS 007M1QT2 (DOUBLE CHECK VALVE, BACKFLOW PREVENT)	200				
<b>METER LIDS</b>						
285	DFW-18AMRBLSBD-LID – SERIES F 12"X1-1/2" ID 11-3/8", OD 12-3/8" – Proread Plastic	2400				
286	DFW-CILTR-LID SERIES F 20" X 1- 1/2" ID 19-1/4", OD 20" – Proread Cast Iron	300				
287	Fire Hydrant Meter Lock Clamp – 3"	300				
288	Brooks Barrel Lock w/cap and weather seal-hardened steel "F" - P/N 6830000-1	300				
<b>METER MAINTENANCE GROUP SUBTOTAL</b>						

(Items 265-288)

**OVERALL  
TOTAL=**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ (print name) Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_



PROGRESS IN MOTION

**CITY OF FRISCO PURCHASING DIVISION**

10/20/2008

Addendum #1

Bid # 0910-004

**REBID OF WATER, SEWER, & METER PARTS**

**CHANGE:**

**FROM: METER BOXES 5/8" TO 1" RESIDENTIAL PLASTIC METER BOX (DFW1814PLCIR) DFW PLASTIC OR APPROVED EQUAL 1-1/2" TO 2" RESIDENTIAL METER PLASTIC METER BOX (DW2818PLCIR) DFW PLASTIC OR APPROVED EQUAL**

**TO: METER BOXES 5/8" TO 1" RESIDENTIAL PLASTIC METER BOX (DFW1814BPLCIRSBD) DFW PLASTICS OR APPROVED EQUAL 1-1/2" TO 2" RESIDENTIAL METER PLASTIC METER BOX (DFW2818CILTR) DFW PLASTICS OR APPROVED EQUAL**

This **does not** change the opening date of 11/03/08 @2:00 PM

Vendors who may have already submitted a bid and feel this addendum may change their bid price, may pick up their bid, and return it by the closing date. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

Acknowledge receipt of this addendum by initialing in the appropriate space on the bid document.

Sincerely,

Tom Johnston C.P.M.  
Purchasing Manager  
City of Frisco