



## INVITATION TO BID

The City of Keller, Texas (the City) is soliciting sealed bids for **Water/Sewer Line Parts**. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Bid Specifications.

**Bid Due Time/Date: 3:00 p.m., Tuesday, February 26, 2019**

Designate on the front, lower left-hand corner of your response, the following:

**Bid Number: 19-001B**  
**Subject: Water/Sewer Line Parts**  
**Do Not Open-Bid Documents**

Bid Mailing: City of Keller  
Address: Purchasing Agent  
P.O. Box 770  
Keller, Texas 76244

Bid Courier: City of Keller  
Delivery address: Purchasing Agent  
1100 Bear Creek Pkwy.  
Keller, Texas 76248

For convenience at bid opening, enter quote on this cover page and include in the sealed response envelope. **DO NOT** place quoted prices on the outside of the sealed response envelope.

Total Amount Bid (Section A-T): *Corrected:*  
\$ 69,339.21 *\$242,266.21*  
(dollars)

Description		Extended Price	<i>(21) Corrected:</i>
Section A. Pipe		\$	
1	Discounted Annual Use Total Estimated Discount 70 %	18,000	\$20,701
Section B. Valves		\$	
2	Discounted Annual Use Total Estimated Discount 50 %	15,500	\$23,877.66
Section C. Valve Boxes and Risers		\$	
3	Discounted Annual Use Total Estimated Discount 49 %	7,140	\$9,563.15
Section D. Ductile Iron Fittings & Accessories		\$	
4	Discounted Annual Use Total Estimated Discount 49 %	4,080	\$8,297.25
Section E. Mega-Lugs, M.J. Accessories & Flange Bolt/Gasket Sets		\$	
5	Discounted Annual Use Total Estimated Discount 50 %	4,000	\$5,439.82
Section F. Tapping Saddles		\$	
6	Discounted Annual Use Total Estimated Discount 29 %	2,320	\$3,364.57
Section G. Repair Clamps		\$	
7	Discounted Annual Use Total Estimated Discount 30 %	1,400	\$1,939.83
Section H. Couplings, Etc.		\$	
8	Discounted Annual Use Total Estimated Discount 36 %	12,800	\$18,387.15
Section I. Angle Stops, Curb Stops and Corporation Stops		\$	
9	Discounted Annual Use Total Estimated Discount 35 %	19,500	\$25,192.07

Section J. Meter Resetters, Meter Couplings, Etc.		\$	
10	Discounted Annual Use Total Estimated Discount <u>35</u> %	6,500	\$7,947.79*
Section K. Brass Couplings, Fittings, Etc.		\$	
11	Discounted Annual Use Total Estimated Discount <u>35</u> %	8,450	\$12,662.36
Section L. Fire Hydrants, Extensions, Repair Kits, Etc.		\$	
12	Discounted Annual Use Total Estimated Discount <u>38</u> %	32,240	\$47,172
Section M. Meter Boxes		\$	
13	Discounted Annual Use Total Estimated Discount <u>15</u> %	11,900	\$14,821.66
Section N. PVC Fittings (Schedule 40, Solvent Weld)		\$	
14	Discounted Annual Use Total Estimated Discount <u>40</u> %	1,200	\$1286.75
Section O. PVC Fittings (DMV, Solvent Weld)		\$	
15	Discounted Annual Use Total Estimated Discount <u>40</u> %	1,200	\$1,448.32
Section P. PVC Fittings (SDR-35, Solvent Weld)		\$	
16	Discounted Annual Use Total Estimated Discount <u>40</u> %	1,200	\$1359.01
Section Q. PVC Fittings (SDR-35, Gasketed)		\$	
17	Discounted Annual Use Total Estimated Discount <u>40</u> %	1,200	\$1,267.60
Section R. Sewer Couplings, Etc.		\$	
18	Discounted Annual Use Total Estimated Discount <u>30</u> %	4,900	\$6,270.62
Section S. Sewer Manholes, Manhole Covers, Etc.		\$	
19	Discounted Annual Use Total Estimated Discount <u>15</u> %	11,050	\$16,544.65
Section T. Miscellaneous		\$	
20	Discounted Annual Use Total Estimated Discount <u>15</u> %	9,350	\$14,223.65

Above Prices are **F.O.B DELIVERED**; Terms: **NET 30**; Pricing: **FIRM**

### CONTRACTOR INFORMATION:

Ferguson Water Works

Company name

10077 W University Drive

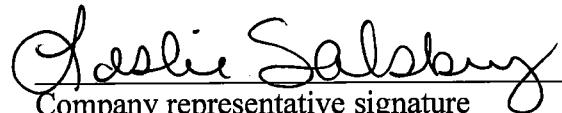
Address

Mckinney, TX 75701

City, State & Zip

903-508-6341

Area code & telephone number



Company representative signature

Leslie Salsbury

Company representative printed name

Inside Sales Rep

Title

2/21/2019

Date

OFFICIAL SIGNATURE PAGE

\*\*\* THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED \*\*\*

**BID FORM RETURN CHECKLIST**

	<b>REQUIRED</b>	<b>SUBMITTED</b>
1. Bid Bond	<u>    X    </u>	<u>          </u>
2. Web Portal Access	<u>    X    </u>	<u>          </u>
3. Insurance Affidavit	<u>    X    </u>	<u>          </u>
4. References	<u>    X    </u>	<u>          </u>
5. Signature Page	<u>    X    </u>	<u>          </u>
6. Conflict of Interest Questionnaire	<u>    X    </u>	<u>          </u>



## **BID SCHEDULE & SPECIFICATIONS**

**All Items Quoted Shall Be AWWA and/or ASTM Approved (see Additional Specifications)**

**(Note: It is highly desired that the bidder have a web portal for access by the City. Please review Special Terms and Conditions for additional information)**

Bids must be submitted on the form furnished by the City (**Attachment A**) and in accordance with the specifications by the estimated quantities and spend amounts listed on the form. Estimated quantities and spend amount listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. As stewards of public funds, the City maintains all adopted budgetary parameters in the performance of its contracts. The ability to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities and spend amounts shown.

## **ADDITIONAL SPECIFICATIONS**

### **CITY OF KELLER 2019 WATER/SEWER PARTS SPECIFICATIONS**

#### **GENERAL NOTES**

1. All materials shall conform with City of Keller Standard Details and NCTCOG Specifications.
2. All brass shall comply with EPA "No Lead" regulations.
3. All Cast Iron and Ductile Iron shall be Domestic.

#### **SECTION A - PIPE**

1. DR-18 PVC Pipe shall be 20' joints and be Blue in color.
2. DR-26 (Pressure Class 160) PVC Pipe shall be 20' joints and be White in color.
3. SDR-35 PVC Pipe shall be 14' joints and be Green in color.

#### **SECTION B - VALVES**

1. Gate Valves shall be resilient wedge, epoxy coated, non-rising stem and shall comply with AWWA C-509/C-515.
2. All exterior bolts shall be stainless steel.
3. All Gate Valves shall open counter-clockwise (Left).

#### **SECTION C - VALVE BOXES & RISERS**

1. Plastic Valve Box Insert shall be Parson Environmental or approved equal.

#### SECTION D - D.I. FITTINGS, ETC.

1. All fittings shall comply with AWWA C-153 unless specific fitting is only available (manufactured) as C-110.

#### SECTION E - MEGA-LUGS, M.J. ACCESSORIES & FLANGE BOLT/GASKET SETS

1. Teflon coated Cor-Blue bolts & nuts shall be required for MJ Accessories.
2. Flange Sets shall include 1/8" Red Rubber, Full Face gasket and Zinc plated bolts & nuts.

#### SECTION F - TAPPING SADDLES

1. Romac 101NS, Ford FC101, or approved equal (2" - 8")
2. Romac 202NS, Ford FC202, or approved equal (12" - 16")

#### SECTION G - REPAIR CLAMPS

1. Romac SS1, Ford FS1, Smith Blair 261, or approved equal
2. Type 304 Stainless Steel
3. O.D. Range will be specified when ordering.

#### SECTION H - COUPLINGS, ETC.

1. Steel Couplings shall be Smith-Blair 411 or approved equal (1/2" thru 2-1/2")

#### SECTION I - ANGLE STOPS, CURB STOPS & CORPORATION STOPS

1. All Angle Stops, Curb Stops, and Corporation Stops shall be Ball Valve unless otherwise specified.
2. All Angle Stops and Curb Stops shall have Lock-Wing.
3. All compression fittings shall be Grip-joint style.

#### SECTION J - METER RE-SETTERS, METER COUPLINGS, ETC.

1. Zinc plated bolts & nuts shall be required for Meter Flange Sets.
2. Item J-9 shall include bolt and nut in unit price bid.

#### SECTION K - BRASS COUPLINGS, FITTINGS, ETC.

1. All compression fittings shall be Grip-joint style.

#### SECTION L - FIRE HYDRANTS, F.H. EXTENSIONS, F.H. REPAIR KITS

1. Fire Hydrants shall be Mueller Super Centurion 250, M & H 129, or American Darling B-84-B, (N.S.T.).
2. Fire Hydrants shall comply with AWWA C-502.
3. Main Valve, Shoe Repair, and Extension Kits shall be manufacturer specific (no after-market parts will be allowed).

#### SECTION M - METER BOXES

1. No additional remarks.

**SECTION N - PVC FITTINGS (SCH. 40, SOLVENT WELD)**

1. No additional remarks.

**SECTION O - PVC FITTINGS (DWV, SOLVENT WELD)**

1. No additional remarks.

**SECTION P - PVC FITTINGS (SDR-35, SOLVENT WELD)**

1. No additional remarks.

**SECTION Q - PVC FITTINGS (SDR-35, GASKETED)**

1. No additional remarks.

**SECTION R - SEWER COUPLINGS, ETC.**

1. Flex Couplings shall be non-shear style, Fernco RC or approved equal.
2. 4" Flex Tap Saddle shall be NDS 4T/C, Pipe Conx PCX4T, or approved equal.
3. 4" Plastic Lateral Cleanout shall be Stan Roberts CIG-1504, or approved equal.

**SECTION S - SEWER MANHOLES, MANHOLE COVERS, ETC.**

1. Plastic Manhole Insert shall be Knutson, No Flow Inflow, Parson Environmental, or approved equal.

**SECTION T - MISCELLANEOUS**

1. Marking Flags shall include the words WATER, SEWER or LOCATE, as specified.
2. Fire Hydrant "Out of Service" Ring shall be red with white lettering and shall fit 4-1/2" NST pumper nozzle.
3. Pipeline Markers shall be Carsonite CLM with Blue or Green Enhancer as specified.

## INSTRUCTIONS TO BIDDERS

**Terminology** - Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

### 1. BID INSTRUCTIONS

- A. Completed BIDs will be received until 3:00 p.m. Tuesday, February 26, 2019, at the Town Hall Receptionist's Desk, Finance Department, 1100 Bear Creek Parkway, Keller, Texas, 76248 OR through the City of Keller e-bid system. BID responses received after the closing time and date will be returned unopened to the Contractor. BIDs will then be promptly opened and read aloud.
- B. The City WILL NOT ACCEPT a BID response or alterations to a BID response via fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No BID responses received via fax or e-mail will be considered under any circumstances.
- C. The City will not release any information of Vendor's who have received the BID Specifications until such BIDs have been opened and read aloud.
- D. Bidders are to bid on all items as specified. **Bids will be awarded to one bidder based on the total bid.**

### 2. SIGNATURES

All BID responses must be signed by an authorized representative of the Contractor. Unsigned BID responses will not be considered under any circumstances. Signatures on all BID responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for BID and BID Specifications, unless stated otherwise in writing by Contractor under "Deviations."

### 3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all BID specifications and operational requirements. Should the products/services fail to meet the specifications as required in the BID, Contractor agrees that the City may elect to do one of the following:

- A. Reject the BID and void the purchase as to any and all BID items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

#### 4. **BID AWARD/EVALUATION CRITERIA**

- A. The City reserves the right to reject any or all BIDs, in whole or in part; to waive any informality in any BID; and to accept the BID which, in its sole discretion, is in the best interest of the City. The City further reserves the right to award BIDs by item, combination or groups of items, or total BID. **Vendors submitting on an "All or None" basis must so indicate on the BID.**
- B. The BID award shall be based on, but not necessarily limited to, the following factors:
  - a) Total Price and Discount
  - b) Special Needs and Requirements of the City
  - c) Results of Reference Checks
  - d) Contractor's Past Performance with the City
  - e) City's Evaluation of Contractor's Ability to Perform
- C. BIDs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it deems necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a past history and in order to satisfy the City of Keller in regard to the bidder's qualifications. The City of Keller reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
  - 1. The ability, capacity, skill and financial resources to perform the work or provide the service required;
  - 2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
  - 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
  - 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a BID. Such expenses shall be borne exclusively by the bidder.



## 5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Karla Parker, Purchasing Agent (817) 743-4030 or Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

## 6. **EXCEPTIONS/ALTERNATES TO BID**

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the BID, guaranteeing authenticity. Any exceptions or alternates to the BID are to be clearly indicated on the page entitled, **"EXCEPTIONS/ALTERNATES TO BID"** Any exceptions/alternate from specifications and alternate BID must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to BID may or may not be considered by the City.

Changes prior to opening of BID must be submitted before the opening deadline. Changes must be noted on the outside of the BID envelope as follows: **"Changes to BID #19-001B"**

## 7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the Invitation to BID for any reason or to reject any and all BIDs, or parts of all or any specific BID or BIDs. The City further reserves the right to accept part or all of any specific BID or BIDs, or any combination of BIDs, and to accept any BID or BIDs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their BIDs unless an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the BID. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its BID, the bidder shall not supply any material or labor, or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244; no explanation is required.

## 8. LATE BIDS

BIDs received after the official BID opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the BID. It is the policy of the City that late BIDs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late BID is opened in the mail room by City staff in error, or the BID invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late BID be considered, even if opened. **Contractor is solely responsible for ensuring that BIDs are received by the City on or before the BID due date and time.**

## 9. DURATION OF AGREEMENT AND PRICE ADJUSTMENTS

- A. The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices are to remain firm for the one (1) year agreement period. At the City's option, the agreement may be renewed for four (4) additional one (1) year periods at prices and discounts proposed by the contractor and approved by The City. **See Special Terms and Conditions.** The Contractor shall submit the renewal proposal with price changes and justification to the Purchasing Agent at least sixty (60) days before the expiration of the current agreement.
- B. Increase in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 10%, whichever is greater. Renewal shall be at the sole discretion of the City of Keller's departments utilizing the contract. All areas of non-conformance shall be submitted in writing to the Purchasing Agent and must be corrected within 10 days from date of notification. After three non-conformance complaints the contract may be subject to cancellation.
- B. Each BID shall be valid for one hundred twenty (120) calendar days after the opening date of the BID and shall constitute an irrevocable offer to the City for the 120 calendar day period. The 120 calendar day period may be extended by mutual agreement of the parties.

## 10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

## 11. SAMPLES

Samples of items, when required, must be furnished to the City at no cost and if Contractor has not requested the return of the samples within thirty (30) days from the BID opening date, the samples may be either kept by or disposed of by the City.

## **12. ESTIMATED QUANTITIES AND SPEND AMOUNTS**

- A. To assist in establishing a total BID amount for BID tabulation purposes, estimated quantities and/or spend amounts may have been listed in the specifications, or on the BID tabulation form for each item or section. Bidder acknowledges that estimated spend amounts have been used, and further acknowledges that the City reserves the right to increase or decrease that amount during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

## **13. UNIT PRICES AND EXTENSIONS**

If unit prices and their extensions do not coincide, the City will accept the BID price(s) resulting in the lesser amount(s).

## **14. PACKING, CRATING AND CARTAGE**

- A. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
  - 1. Name and Address of Vendor
  - 2. Name of Receiving Department
  - 3. Job Site or Delivery Location
  - 4. Complete Description of Material(s) Shipped, Including Quantity
  - 5. Purchase Order Number (if applicable)

## **15. DESTINATION CHARGES**

All products offered shall be BID F.O.B., final destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

## **16. TITLE/RISK OF LOSS**

The title and risk of loss of the goods shall not pass to the City until the City actually receives, takes possession, and accepts the goods at the point of delivery.

**17. DELIVERY DATE(S) AND LOCATION**

The maximum number of days to deliver the product after receipt of the City's order shall be designated by the contractor in each section of the proposal as a part of the bid, in business days. These dates may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee for delay per day will be assessed beginning on the first business day following the promised delivery date. Any applicable fee shall be deducted from the effected invoice payment.

**18. IDENTICAL BIDS**

In the event of two or more identical low BIDs, the BID will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

**19. WARRANTY**

Guarantees and warranties, when required, should be included as a part of the BID as they may be a consideration in awarding the BID.

**20. TERMINATION OF AGREEMENT**

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all of the following remedies:
  - 1. Take possession of the assigned premises and any fees accrued or becoming due to date.
  - 2. Take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines, in its sole discretion, the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work or contract would be awarded to the next qualifying Contractor.

- E. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this BID, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

## 21. ASSIGNMENT OF CONTRACT

The Contractor's rights and duties awarded by the agreement may not be assigned to another without written consent of the City, and signed by the City Manager, or his authorized designee. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

## 22. BID AMBIGUITY

Any ambiguity in the BID resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of BID shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of BID specifications and BID instructions.**

**For clarification of these specifications, call Larry Jones, Water/Wastewater Superintendent at (817) 743-4216.**

## 23. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to **add to or delete from this contract. Additionally, the City reserves the right to cancel contract, based upon available funding.**

## 24. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/bid amount will not be processed until signed change order(s) are submitted to the Finance Department.**

## **25. MODIFICATIONS, AMENDMENTS AND ADDENDA**

The City shall have the right to modify the BID specifications, instructions, and terms and conditions prior to the BID submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the BID specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Fort Worth Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's Internet web site at [www.cityofkeller.com](http://www.cityofkeller.com). It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

## **26. PATENT INDEMNITY**

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

## **27. GRATUITIES/GIFTS**

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **28. RESPONSE FORM(S) TO BE USED**

The BID quote must be submitted on the form(s) provided in the BID package in compliance with all conditions listed thereon, unless otherwise specified in the BID specifications. BIDs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached "NO BID" response form.

## **29. SPECIAL TOOLS**

In the event that special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor's expense.

**30. OPERATIONAL MANUALS**

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

**31. SAFETY DATA SHEETS (SDS)**

If required, BID shall include an SDS for each product quoted, if applicable.

**32. EMPLOYEE TRAINING**

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor's expense.

**33. ORDERS AND PAYMENT TERMS**

- A. All BIDs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of BID. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. BIDs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.
- B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller  
ATTN.: Accounts Payable  
P.O. Box 770  
Keller, Texas 76244

- C. The City operates on a fiscal year that ends September 30<sup>th</sup>. All invoices including work/services through September 30<sup>th</sup> must be submitted by October 31<sup>st</sup>. Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.
- D. It is the policy of the City of Keller that **ALL** vendor checks will be mailed through the U S Post Office.

#### **34. USE OF PURCHASING CARDS**

Contractor is encouraged to accept payment by Purchasing Card in order to expedite the ordering and payment process.

#### **35. NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this BID with the City or its representatives prior to BID award shall be grounds for disqualification of the BID.

#### **36. PRICE FIXING**

In submitting a BID response, Contractor thereby certifies that he has not participated in nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed BID.

#### **37. REFERENCES**

Contractor must provide a minimum of (3) verifiable reference where services are presently being performed by their firm through contract and have been provided for a minimum of the last twelve (12) months, preferably municipalities in the Dallas/Fort Worth Metroplex area. **List references as Attachment B.**

#### **38. CONFIDENTIALITY OF DOCUMENTS**

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.

After BID opening, except for BID amounts, names, and addresses of contractors, all other BID documents and information will be deemed confidential during the evaluation process until formal action to award the BID or reject all BIDs has been taken by the City Council. Following award of the BID or rejection of all BIDs by the City Council, all BIDs shall then become public documents, available for public view upon written request. Copies of BIDs may then be requested by interested contractors, citizens, or City officials.



**39. CONTACTS WITH CITY EMPLOYEES AND OFFICERS**

In order to ensure fair and objective evaluation of BIDs, all questions related to this BID should be addressed only to the person(s) so named herein or in the BID Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees or any appointed or elected officials without prior written consent will risk elimination of the BID from further consideration.

**40. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT**

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

**41. SUBSTANCE ABUSE**

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

**42. CUSTOMER RELATIONS**

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

**43. SALES TAXES**

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each BID submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each BID. The City cannot determine for the bidder whether or not the item(s) requested in the BID are taxable to the City. The bidder, through the bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

#### 44. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

#### 45. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30<sup>th</sup>. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this BID/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

#### 46. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the BID price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the successful bidder as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing will apply.

☒ Yes

☐ No

LS \_\_\_\_\_ Initial

**\*\*Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

#### 47. BRAND NAMES

If items for which BIDs have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality characteristics of products that will be satisfactory. BIDs offering "equal" products will be considered for award if such products are clearly identified in the BIDs and are determined by the City to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their BID that they are offering an "equal product", their BID shall be considered as offering a brand name product referenced herein or in the BID specifications.**

**48. CONTRACT CLAUSE**

All bidders understand and agree that the bidder's response to this BID invitation will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded or amended only if replaced with a more extensive contract that is agreed to by both parties.

**49. CONTRACT ADMINISTRATION**

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished in order to eliminate complaints. Bidder shall not handle any complaints or request from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

**50. FAILURE TO ENFORCE**

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

**51. INDEPENDENT CONTRACTOR**

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all of its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

**52. QUALITY OF SUPPLIES/COMPONENTS**

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/BID shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

### 53. **INSURANCE REQUIREMENTS**

Except as otherwise specified in this contract, the contractor and his subcontractors of any tier will be required at their own expense, to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below, with insurers and under forms of policies satisfactory to the City of Keller. It shall be the responsibility of the contractor and subcontractors to maintain adequate insurance coverage and to assure that all subcontractors are adequately insured at all times. Failure of the contractor and his subcontractors to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation. Deductibles, of any type, are the responsibility of the vendor/contractor.

### 54. **CERTIFICATES OF INSURANCE**

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$4,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$5,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance and Endorsements for contractor and subcontractor, terminations, or alterations of such policies shall be mailed to Karla Parker, Purchasing Agent, Finance Department, P O. Box 770, Keller, TX 76244.

### 55. **COMPREHENSIVE GENERAL LIABILITY**

This insurance shall be an occurrence type policy written in comprehensive form and shall protect the contractor and his subcontractors and the Additional Insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor's employees or damage to property of the City of Keller and Keller Town Center Property Owner Association or others arising out of the act or omission of the contractor or his subcontractors or their agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsed to insure the contractual liability assumed by the contractor and his subcontractors under the article entitle indemnification and completed operations, products liability, contractual liability, broad form property coverage, premises/operations, and independent contractors.

Bodily Injury and Property Damage - \$500,000 per person  
\$1,000,000 per occurrence

**56. COMPREHENSIVE AUTOMOBILE LIABILITY**

This insurance shall be written in the comprehensive form and shall protect the contractor and his subcontractors and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they were owned, non-owned, or hired, the liability shall not be less than:

Bodily Injury and Property Damage - \$500,000 per person  
\$1,000,000 per occurrence

**57. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

The contractor shall provide all workers' compensation insurance for its employees as required by law.

**58. INDEMNIFICATION**

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

59. **WAIVER OF SUBROGATION**

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller and the Keller Town Center Property Owners Association, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

60. **BONDS**

**Bid Bond.** Unless specified otherwise in BID specifications, all BIDs shall be accompanied by a bid bond acceptable to the City in the amount of \$1,500. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All bid bonds will be returned to bidder within ten days from award of contract.

**Bond Requirements:** Bids under \$50,000.00 will require no bonds.

61. **DEBARMENT**

By submitting a BID, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

62. **BANKRUPTCY**

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed for Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

63. **CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY**

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter into a contract or other transaction with a person indebted to the municipality.

64. **PRE-ESTABLISHED CONTRACTS**

The City has access to "Pre-Established Contracts" such as US Communities, State contracts and local purchasing agreements. The City will evaluate the bid amount with what is offered through these contracts and determine which is the most advantageous to the City.

**65. GOVERNING LAW**

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

**66. CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire (attached). Please complete the attached questionnaire and return with the bid specifications. Additional information regarding this requirement may be obtained at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).

H.B. 491 changed Section 176.006 to read as follows: "(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1)."

**67. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

**Filing Process:**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be returned with this BID documentation.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

**68. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270**

Vendor shall submit HB89 Verification form prior to award of contract.



## **SPECIAL TERMS AND CONDITIONS**

### **CONTRACT TERMS**

The contract period will begin the date of City Council award if subsequent thereto, through a one (1) year period. At City of Keller's option and approval by the vendor, the contract may be renewed for four (4) additional one (1) year periods, as further explained in Renewal Options.

### **RENEWAL OPTIONS**

The City of Keller reserves the right to exercise an option to renew the contract of the vendor for four (4) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. At renewal, if an increase in contract pricing is proposed by the contractor, it shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 10%, whichever is greater. If the City exercises the right to renew in writing, the Contractor will update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the City will rescind its option and seek a new BID solicitation.

If the primary contractor elects not to exercise the option(s) to renew for four (4) additional one (1) year periods, as outlined above, the next low bidder will be offered the opportunity to accept the award at the same prices and discounts given in the original BID submitted by that contractor plus applicable pricing adjustments as justified and approved by the City that shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan statistical for the previous twelve (12) month period or 10%, whichever is greater. If the second lowest bidder elects not to renew or accept award of the contract, the contract will be re-BID. The City of Keller reserves the right to re-BID the entire contract if the pricing of the second low bidder appears to be excessive.

## SPECIAL TERMS AND CONDITIONS

### WEB PORTAL

It is highly desirable to the City that the vendor provide access to a web portal which may be used by the City for verification of invoices, reporting and product queries. Access to the web portal shall be made to the City, free of charge, for the duration of the contract period.

In an effort to provide the best value to the City, the inclusion of web portal access may affect the award of a contract if:

1. The low bidder does not have the ability to provide access to a web portal.
2. The next low bidder has the ability to provide access to a web portal AND the total amount of the submitted bid does not exceed ten (10) percent of the total BID price of the low bid vendor.

Please indicate below whether you, as bidder/vendor, are able to provide access to a web portal as indicated in the previous Special Terms and Conditions.

☒ Yes

☐ No

LS Initial

Please indicate below if the web portal access provided by the vendor is fully able to provide for the verification of invoices, reporting and product queries as previously noted in the Special Terms and Conditions.

☒ Yes

☐ No

[ ] N/A

LS Initial

If you are able to provide access to a web portal, please describe and provide details below of the features of your web portal. Also include any additional details related to special requirements and uses as outlined in the previous Special Terms and Conditions.

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**\*\*\* THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED \*\*\***

**CITY OF KELLER  
INSURANCE REQUIREMENT AFFIDAVIT**

To be completed by appropriate insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this BID document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded the agreement with the City of Keller, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this BID/proposal.

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Printed name

Name of Agent/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Agent/Broker Telephone Number: (     ) \_\_\_\_\_ Date: \_\_\_\_\_

VENDORS NAME: \_\_\_\_\_

**NOTE TO AGENT/BROKER**

If this requirement is not met, the City reserves the right to reject this BID/proposal and place the award with another. If you have any questions concerning these requirements, please contact the Purchasing Agent for the City of Keller at (817) 743-4030.

**\*\*\* THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED \*\*\***

**STATEMENT OF NO BID**

**Water/Sewer Line Parts**

**BID # 19-001B**

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and return this form to: The City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244.

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**The above has declined to submit a BID response for the following reason(s):**  
**(Please check one or all that apply)**

- ☐ **Specification too "restrictive", i.e., goods offered by our company do not meet stated specifications.**
- ☐ **Specifications unclear (please explain).**
- ☐ **We do not offer this commodity and/or service or an equivalent.**
- ☐ **Insufficient time to respond to the BID.**
- ☐ **Our schedule would not permit us to perform.**

**Remarks:**

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**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Keller BID process. The City of Keller will provide additional clarification of specifications, assistance with BID Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Building & Procurement Commission  
P O Box 13047  
Austin, TX 78711-3047  
(512) 463-5872

OR

North Central Texas Regional  
Certification Agency  
616 Six Flags Drive, #416-LB24  
Arlington, TX 76011  
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with BID.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

INDICATE ALL THAT APPLY:

\_\_\_\_\_ Minority-Owned Business Enterprise  
\_\_\_\_\_ Women-Owned Business Enterprise  
\_\_\_\_\_ Disadvantaged Business Enterprise

**REFERENCES  
ATTACHMENT B**

**\*\*THIS PAGE MUST ACCOMPANY THE BID OR BID MAY BE REJECTED\*\***

1. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_
  
2. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_
  
3. Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**\*\*\* THIS PAGE MUST BE COMPLETED OR THE BID WILL BE REJECTED \*\*\***

Responding Company Name Ferguson Waterworks

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of McKinney  
Name and Title of Contact Purchasing  
Project Name Annual Contract  
Present Address 222 N. Tennessee street  
City, State, Zip Code McKinney, TX 75070  
Telephone Number (972) 547-7699 Fax Number (972) 547-2611  
Email Address N/A
2. Company's Name City of Carrollton  
Name and Title of Contact Purchasing  
Project Name Annual Contract  
Present Address 2711 Nimitz Lane  
City, State, Zip Code Carrollton, TX 75007  
Telephone Number (972) 466-3142 Fax Number (972) 466-3429  
Email Address N/A
3. Company's Name Town of Highland Park  
Name and Title of Contact Purchasing  
Project Name Annual Contract  
Present Address 4700 Drexel Drive  
City, State, Zip Code Highland Park, TX 75205  
Telephone Number (214) 521-4161 Fax Number (214) 559-9391  
Email Address N/A

# House Bill 89 VERIFICATION

I, Daniel Prinz (Person name), the undersigned  
representative of Ferguson Waterworks (Company or Business name)

(hereafter referred to as company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned  
notary, do hereby depose and verify under oath that the company named-above, under  
the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named  
Company, business or individual with City of Keller, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or  
otherwise taking any action that is intended to penalize, inflict economic harm on, or  
limit commercial relations specifically with Israel, or with a person or entity doing  
business in Israel or in an Israeli-controlled territory, but does not include an action  
made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association,  
corporation, partnership, joint venture, limited partnership, limited liability  
partnership, or any limited liability company, including a wholly owned subsidiary,  
majority-owned subsidiary, parent company or affiliate of those entities or business  
associations that exist to make a profit.

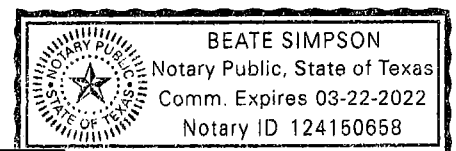
2-20-19  
DATE

[Signature]  
SIGNATURE OF COMPANY  
REPRESENTATIVE

ON THIS THE 20<sup>th</sup> day of February, 20 19,  
personally appeared Daniel Prinz, the  
above-named person, who after by me being duly sworn, did swear and confirm  
that the above is true and correct.

NOTARY SEAL

[Signature]  
NOTARY SIGNATURE





<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <span><b>1</b></span> <span><b>Name of person who has a business relationship with local governmental entity.</b></span> </div> <div style="text-align: center; margin-top: 10px;"> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <span><b>2</b></span> <span><b>Check this box if you are filing an update to a previously filed questionnaire.</b></span> </div> <div style="margin-top: 5px;"> <input type="checkbox"/> </div> <p style="font-size: small; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <span><b>3</b></span> <span><b>Name of local government officer with whom filer has employment or business relationship.</b></span> </div> <div style="text-align: center; margin-top: 10px;"> </div> <div style="text-align: center; font-size: small; margin-top: 5px;">Name of Officer</div> <p style="font-size: x-small; margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> <p><b>B.</b> Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes             <input type="checkbox"/> No           </div> <p><b>D.</b> Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <div style="display: flex; justify-content: space-between;"> <span><b>4</b></span> <span><b>Signature of person doing business with the governmental entity</b></span> </div> <div style="text-align: center; margin-top: 10px;"> </div> </div> <div style="width: 45%; text-align: right;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span><b>Date</b></span> </div> <div style="text-align: center; margin-top: 10px;"> </div> </div> </div>		

Adopted 06/29/2007

\*\*THIS PAGE MUST BE COMPLETED OR BID MAY BE REJECTED\*\*

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Bidders must complete the requested information for each worksheet A through T. Individual items identified are for overall bid evaluation and represent the commonly and most used items.

Net prices entered for those individual items must reflect the actual price derived from quoted price list(s) less all discounts offered. At bid opening, references to price schedules will suffice in determining apparent bid winner, but upon award, the winning vendor must provide price lists which, along with the discount quoted, will be used to order a full range of items.

Percent of Discount Offered:

Type Price Schedule (list, dealer, jobber, etc...):

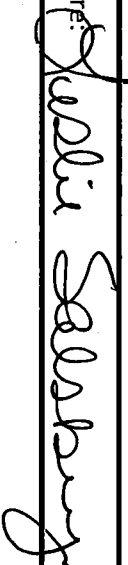
Price Schedule Number:

Date of Price Schedule

Price Schedule Column On Which Discount Is Based:

(i.e., distributor, net, wholesale)

Signature:



Company Name:



City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section A						
Pipe						
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price
A1	12" PVC C-900 (DR-18)		20	LF	\$ 14.37	\$ 287.40
A2	8" PVC C-900 (DR-18)		20	LF	\$ 6.79	\$ 135.80
A3	6" PVC C-900 (DR-18)		220	LF	\$ 3.91	\$ 860.20
A4	4" PVC C-900 (DR-18)		60	LF	\$ 1.98	\$ 118.80
A5	6" PVC (SDR-35)		40	LF	\$ 1.76	\$ 70.40
A6	4" PVC (SDR-35)		300	LF	\$ 0.82	\$ 246.00
A7	2" Polyethylene DR 9		100	LF	\$ 1.40	\$ 140.00
A8	1" Polyethylene DR 9		1500	LF	\$ 0.41	\$ 615.00
A9	4" PVC (Schedule 40)		20	LF	\$ 1.55	\$ 31.00
A10	2" PVC (Schedule 40)		200	LF	\$ 0.56	\$ 112.00
A11	1" PVC (Schedule 40)		200	LF	\$ 0.38	\$ 76.00
A12	3/4" PVC (Schedule 40)		40	LF	\$ 0.21	\$ 8.40
Section A Item Bid TOTAL:						\$ 2,701.00
Fixed percentage discount off published manufacturer's price list: Calculation Formula:			Annual Estimated Usage:		% Discount	
Annual Estimated Usage – (Annual Estimated Usage x % Discount) = Extended Cost [EX: \$100,000 – (\$100,000 x 15%) = \$85,000]			\$60,000.00		70.00%	
Section A TOTAL (Equals Section A Bid Total + Discounted Total):						\$ 20,701.00

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section A					
Pipe					
Item	Product Description	Mfg/Part # Bid	Qty.	UOM	Unit Price
	Percent of Discount Offered:	70.00%			
	Type Price Schedule (list, dealer, jobber, etc...):	DEALER			
	Price Schedule Number:	FERGUSON LIST			
	Date of Price Schedule	Jul-05			
	Price Schedule Column On Which Discount Is Based:	LIST			
	(i.e., distributor, net, wholesale)	DISTRIBUTOR			
	Delivery Time - (Business Days - See Section 17 of bid for additional details):	7-10 DAYS			

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section B						
Values						
Item	Product Description	Mfg./Part # Bid	Qty.	UOM	Unit Price	Ext. Price
B1	12" Gate Valve (MJ x MJ) w/ Accessories	AFC/MUELLER	1	EA	\$ 1,325.63	\$ 1,328.63
B2	10" Gate Valve (MJ x MJ) w/ Accessories	AFC/MUELLER	1	EA	\$ 1,050.00	\$ 1,050.00
B3	8" Gate Valve (MJ x MJ) w/ Accessories	AFC/MUELLER	1	EA	\$ 673.60	\$ 673.60
B4	6" Gate Valve (MJ x MJ) w/ Accessories	AFC/MUELLER	8	EA	\$ 427.62	\$ 3,420.96
B5	6" Gate Valve (MJ x Flange) w/ Accessories	AFC/MUELLER	2	EA	\$ 427.62	\$ 855.24
B6	4" Gate Valve (MJ x MJ) w/ Accessories	AFC/MUELLER	1	EA	\$ 334.93	\$ 334.93
B7	4" Gate Valve (MJ x Flange) w/ Accessories	AFC/MUELLER	1	EA	\$ 320.66	\$ 320.66
B8	2" Gate Valve (FIP T x FIP T)	AFC/MUELLER	2	EA	\$ 198.32	\$ 396.64
Section B Item Bid TOTAL:					\$	8,380.66
Fixed percentage discount off published manufacturer's price list: Calculation Formula:		Annual Estimated Usage:	% Discount:	Discounted Total:		
Annual Estimated Usage = (Annual Estimated Usage x % Discount) = Extended Cost [EX: \$100,000 - (\$100,000 x 15%) = \$85,000]		\$31,000.00	50%	\$ 15,500.00		
Section B TOTAL [Equals Section B Bid Total + Discounted Total]:					\$	23,880.66
Percent of Discount Offered:		50%				
Type Price Schedule (List, dealer, jobber, etc...):		MANUFACTURER				
Price Schedule Number:		CURRENT				
Date of Price Schedule		7/1/1905				
Price Schedule Column On Which Discount is Based:		LIST				
(I.e., distributor, net, wholesale)		DISTRIBUTOR				
Delivery Time - (See Section 17 of bid for additional details):		7-10 DAYS				

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section C						
Valve Boxes & Risers						
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price
C1	Adjustable #562 Valve Box w/ Lid	TYLER UNION	6	EA	114.2	685.2
C2	Adjustable #562 Valve Box Lid (Lid Only)	TYLER UNION	4	EA	14.83	59.32
C3	Adjustable #562 Valve Box (Top Section)	BASS & HAYES	3	EA	47.45	142.35
C4	Adjustable #562 Valve Box (Bottom Section)	BASS & HAYES	1	EA	58.2	58.2
C5	"Shorty" Valve Box w/ Lid (B&H 340-1)	BASS & HAYES	10	EA	52.77	527.7
C6	6" Valve Box Riser	BASS & HAYES	4	EA	60.37	241.48
C7	4" Valve Box Riser	TYLER UNION	8	EA	38.16	305.28
C8	3" Valve Box Riser	TYLER UNION	9	EA	26.48	238.32
C9	2" Valve Box Riser	TYLER UNION	8	EA	15.6	124.8
C10	1" Valve Box Riser	TYLER UNION	2	EA	20.25	40.5
Section C Item Bid TOTAL:						\$ 2,423.15
Fixed percentage discount off published manufacturer's price list: Calculation Formula:			Annual Estimated Usage:		% Discount:	Discounted Total:
Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost (Ex: \$100,000 - (\$100,000 x 15%) = \$85,000)			\$14,000.00		49.00%	\$ 7,140.00
Section C TOTAL:						\$ 9,563.15
Percent of Discount Offered:			49.00%			
Type Price Schedule (List, dealer, jobber, etc...):			LIST			
Price Schedule Number:			CURRENT			
Date of Price Schedule			Feb-19			
Price Schedule Column On Which Discount is Based:			LIST			
(i.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			

Section D Ductile Iron Fittings & Accessories									
Item	Product Description	Mfg./Part #	Bid	Qty.	UOM	Unit Price	Ext. Price		
D1	6" Tee w/Accessories (MI)	TYLER UNION		1	EA	\$ 294.63	\$	294.63	
D2	6" Tee w/Accessories (MI x Flange)	TYLER UNION		1	EA	\$ 231.13	\$	231.13	
D3	6" 90° Elbow w/ Accessories (MI)	TYLER UNION		1	EA	\$ 202.35	\$	202.35	
D4	12" MI Solid Sleeve w/ Accessories (12" Long)	TYLER UNION		1	EA	\$ 467.45	\$	467.45	
D5	8" MI Solid Sleeve w/ Accessories (12" Long)	TYLER UNION		2	EA	\$ 247.99	\$	495.98	
D6	6" MI Solid Sleeve w/Accessories (12" Long)	TYLER UNION		3	EA	\$ 188.79	\$	566.37	
D7	6" MI Plug w/Accessories	TYLER UNION		1	EA	\$ 112.47	\$	112.47	
D8	6" MI Cap w/ Accessories	TYLER UNION		2	EA	\$ 92.05	\$	184.10	
D9	8" MI Anchor Coupling w/ Accessories (13" Length)	TYLER UNION		1	EA	\$ 275.45	\$	275.45	
D10	6" MI Anchor Coupling w/Accessories (13" Length)	TYLER UNION		4	EA	\$ 195.58	\$	782.32	
D11	6" 90° Anchor Coupling w/Accessories	TYLER UNION		2	EA	\$ 302.50	\$	605.00	
Section D Item BID TOTAL:							\$	4,217.25	
Fixed percentage discount off published manufacturer's price (list: Calculation Formula: Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost (EX: \$100,000 - (\$100,000 x 15%) = \$85,000)									
				Annual Estimated Usage:		\$6,000.00			
				% Discount:		49%			
Section D TOTAL (Equals Section d Bid Total + Discounted Total):							\$	8,297.25	
				Percent of Discount Offered:	49%				
				Type Price Schedule (List, dealer, jobber, etc.):	LIST				
				Price Schedule Number:					
				Date of Price Schedule	2/22/2019				
				Price Schedule Column On Which Discount is Based:	LIST				
				(i.e., distributor, net, wholesale)	DISTRIBUTOR				
				Delivery Time - (See Section 17 of bid for additional details):	7-10 DAYS				

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section E						
Mega Lugs, M.J. Accessories & Flange Bolt/Gasket Sets						
Item	Product Description	MFG/Part # Bid	Qty	UOM	Unit Price	Ext. Price
E1	12" Mega Lugs for PVC	TYLER UNION	4	EA	\$ 75.28	\$ 301.12
E2	10" Mega Lug for PVC	TYLER UNION	2	EA	\$ 71.68	\$ 143.36
E3	8" Mega Lugs for PVC	TYLER UNION	5	EA	\$ 38.29	\$ 191.45
E4	6" Mega Lugs for PVC	TYLER UNION	28	EA	\$ 25.88	\$ 724.64
E5	4" Mega Lugs for PVC	TYLER UNION	3	EA	\$ 21.37	\$ 64.11
E6	12" M.J. Accessory Kit (less Gland)	TYLER UNION	2	EA	\$ 34.00	\$ 68.00
E7	8" M.J. Accessory Kit (less Gland)	TYLER UNION	1	EA	\$ 24.61	\$ 24.61
E8	6" M.J. Accessory Kit (less Gland)	TYLER UNION	14	EA	\$ 21.72	\$ 304.08
E9	12" Flange/Bolt/Gasket Set (RRFF/Zinc)	30.47	2	EA	\$ 30.47	\$ 60.94
E10	8" Flange/Bolt/Gasket Set (RRFF/Zinc)	29.22	2	EA	\$ 14.61	\$ 29.22
E11	6" Flange/Bolt/Gasket Set (RRFF/Zinc)	FNW	3	EA	\$ 9.43	\$ 28.29
			Section E Item BID TOTAL: \$			
			1,939.82			
Fixed Percentage discount off published manufacturer's price list. Calculation Formula: Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost. [EX: \$100,000 - (\$100,000 x 15%) = \$85,000]						
			Annual Estimated Usage: \$8,000.00			
			50%			
			\$ 4,000.00			
			Section E TOTAL (Equals Section E Bid Total + Discounted Total): \$			
			5,939.82			
Percent of Discount Offered:			50%			
Type Price Schedule (List, dealer, jobber, etc...):			LIST			
Price Schedule Number:						
Date of Price Schedule			2/22/2019			
Price Schedule Column On Which Discount is Based:			LIST			
(i.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			



Section F						
Tapping Saddles						
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price
F1	12" Tapping Saddle (Fits All) x 2" CC	ROMAC	1	EA	\$ 58.70	\$ 58.70
F2	12" Tapping Saddle (Fits All) x 1" CC	ROMAC	2	EA	\$ 47.82	\$ 95.64
F3	8" Tapping Saddle (Fits All) x 2" CC	ROMAC	1	EA	\$ 44.95	\$ 44.95
F4	8" Tapping Saddle (Fits All) x 1" CC	ROMAC	5	EA	\$ 37.64	\$ 188.20
F5	6" Tapping Saddle (Fits All) x 2" CC	ROMAC	1	EA	\$ 37.38	\$ 37.38
F6	6" Tapping Saddle (Fits All) x 1" CC	ROMAC	17	EA	\$ 31.90	\$ 542.30
F7	4" Tapping Saddle (Fits All) x 1" CC	ROMAC	1	EA	\$ 27.40	\$ 27.40
F8	2" Tapping Saddle (Fits All) x 1" CC	ROMAC	2	EA	\$ 25.00	\$ 50.00
Section F Item BID TOTAL:					\$	1,044.57
Fixed percentage discount off published manufacturer's price list: Calculation Formula:		Annual Estimated Usage:	% Discount:		Discounted Total:	
Annual Estimated Usage -- (Annual Estimated Usage x % Discount) = Extended Cost [Ex: \$100,000 -- (\$100,000 x 15%) = \$85,000]		\$6,000.00			29%	\$ 2,320.00
Section F TOTAL (Equals Section F Bid Total + Discounted Total):						\$ 3,364.57
Percent of Discount Offered:		29				
Type Price Schedule (dealer, jobber, etc...):		MANUFACTURER				
Price Schedule Number:						
Date of Price Schedule		2/22/2019				
Price Schedule Column On Which Discount is Based:		LIST				
(i.e., distributor, net, wholesale)		DISTRIBUTOR				
Delivery Time -- (See Section 17 of bid for additional details):		7-10 DAYS				

Section G						
Repair Clamps						
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price
G1	8" Repair Clamp - 12" Length (Fits All)		1	EA	\$ 90.58	\$ 90.58
G2	6" Repair Clamp - 12" Length (Fits All)		5	EA	\$ 77.05	\$ 385.25
G3	4" Repair Clamp - 12" Length (Fits All)		1	EA	\$ 64.00	\$ 64.00
Section G Item BID TOTAL:					\$	539.83
Fixed percentages discount off published manufacturer's price list: Calculation Formula: Annual Estimated Usage – (Annual Estimated Usage x % Discount) = Extended Cost [Ex: \$100,000 – (\$100,000 x 15%) = \$85,000]						
			\$7,000.00			
Section G TOTAL [Equals Section G Bid Total + Discounted Total]:					\$	1,939.83
Percent of Discount Offered:			30.00%			
Type Price Schedule (List, dealer, jobber, etc...):			LIST			
Price Schedule Number:						
Date of Price Schedule			Feb-19			
Price Schedule Column On Which Discount Is Based:			LIST			
(I.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section H Couplings, Etc.						
Item	Product Description	MFG/Part # Bid	Qty	UOM	Unit Price	Est. Price
H1	12" Hymax Coupling	HYMAX	2	FT	\$ 401.48	\$ 802.96
H2	10" Hymax Coupling	HYMAX	1	FT	\$ 300.63	\$ 300.63
H3	8" Hymax Coupling	HYMAX	2	FT	\$ 216.70	\$ 433.40
H4	6" Hymax Coupling	HYMAX	14	FT	\$ 191.94	\$ 2,687.16
H5	4" Hymax Coupling	HYMAX	2	FT	\$ 144.93	\$ 289.86
H6	3" Hymax Coupling	HYMAX	1	FT	\$ 113.11	\$ 113.11
H7	2" Hymax Coupling	HYMAX	9	FT	\$ 86.65	\$ 779.85
H8	1-1/4" Steel Coupling (7" Length)	SMITH BLAIR	1	FT	\$ 30.60	\$ 30.60
H9	1" Steel Coupling (7" Length)	SMITH BLAIR	6	FT	\$ 24.93	\$ 149.58
			Section H Item BID TOTAL: \$ 5,587.15			
Fixed percentage discount off published manufacturer's price list: Calculation Formula: Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost [EX: \$100,000 - (\$100,000 x 15%) = \$85,000]		Annual Estimated Usage:  \$20,000.00	% Discount:  36.00%	Discounted Total:  \$ 12,800.00		
Section H TOTAL (Equals Section H Bid Total + Discounted Total):			\$ 18,387.15			
Percent of Discount Offered:		36.00%				
Type Price Schedule (List, dealer, jobber, etc...):		LIST				
Price Schedule Number:						
Date of Price Schedule		Feb-19				
Price Schedule Column On Which Discount is Based:		LIST				
(i.e., distributor, net, wholesale)		DISTRIBUTOR				
Delivery Time - (See Section 17 of bid for additional details):		7-10 DAYS				

Section I									
Angle Stops, Curb Stops and Corporation Stops									
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price			
11	2" Angle Stop (Compression x Meter Nut)	MUELLER	6	EA	\$ 172.10	\$	1,032.60		
12	1" Angle Stop (Compression x Meter Nut)	MUELLER	14	EA	\$ 38.88	\$	544.32		
13	1" x 3/4" Angle Stop (Compression x Meter Nut)	MUELLER	24	EA	\$ 31.40	\$	753.60		
14	1" x 3/4" Angle Stop (Flare x Meter Nut)	MUELLER	4	EA	\$ 29.56	\$	118.24		
15	3/4" Angle Stop (FIPT x Meter Nut) Key Valve	MUELLER	63	EA	\$ 21.20	\$	1,335.60		
16	1" x 3/4" Curb Stop (Compression x Meter Nut)	MUELLER	6	EA	\$ 54.51	\$	327.06		
17	3/4" Curb Stop (FIPT x Meter Nut)	MUELLER	8	EA	\$ 44.85	\$	358.80		
18	3/4" Curb Stop (FIPT x FIPT)	MUELLER	3	EA	\$ 39.15	\$	117.45		
19	1" Corporation Stop (CC x Compression)	MUELLER	28	EA	\$ 35.80	\$	1,002.40		
110	1" Corporation Stop (CC x Flare)	MUELLER	3	EA	\$ 34.00	\$	102.00		
Section I Item Bid TOTAL:							\$	5,692.07	
Fixed percentage discount off published manufacturer's price list: Calculation Formula: Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost. [Ex: \$100,000 - (\$100,000 x 15%) = \$85,000]		\$30,000.00							
Section I TOTAL (Equals Section I Bid Total + Discounted Total):							\$	25,192.07	
Percent of Discount Offered:		35.00%							
Type Price Schedule (List, dealer, jobber, etc...):		LIST							
Price Schedule Number:									
Date of Price Schedule		2/22/2019							
Price Schedule Column On Which Discount Is Based:		LIST							
(i.e., distributor, net, wholesale)		DISTRIBUTOR							
Delivery Time - (See Section 17 of bid for additional details):		7-10 DAYS							

City of Keller - Bid# 19-001B - Water/Sewer Line Parts

Section 1									
Meter Resetter's, Meter Couplings, Etc.									
Item	Product Description	MFG/Part # Bid	Qty.	UOM	Unit Price	Ext. Price			
J1	3/4" Meter Re-setter (Ford VB42-7N)		8	EA	\$ 93.03	\$ 744.24			
J2	1" Meter Coupling (8 1/2" Long)	MUELLER	6	EA	\$ 24.45	\$ 146.70			
J3	1" Meter Coupling (2 1/2" Long)	MUELLER	5	EA	\$ 27.00	\$ 135.00			
J4	3/4" Meter Coupling (8 1/2" Long)	MUELLER	10	EA	\$ 27.45	\$ 274.50			
J5	3/4" Meter Coupling (3" Long)	MUELLER	4	EA	\$ 16.88	\$ 67.52			
J6	3/4" Meter Coupling (2 1/2" Long)	MUELLER	7	EA	\$ 6.65	\$ 46.55			
J7	3/4" Meter Coupling (2" Long)	MUELLER	10	EA	\$ 7.15	\$ 71.50			
J8	1" x 3/4" Meter Adapter (Pair) Ford A34-NL	MUELLER	20	EA	\$ 7.20	\$ 144.00			
J9	2" Meter Flange/Bolt/Gasket Set	EGW	6	EA	\$ 3.23	\$ 19.38			
J10	1-1/2" Meter Flange/Bolt/Gasket Set	EGW	4	EA	\$ 2.15	\$ 8.60			
J11	2" Meter Gaskets (1/8" Rubber) Drop-in	MUELLER	200	EA	\$ 2.73	\$ 546.00			
J12	1-1/2" Meter Gaskets (1/8" Rubber) Drop-in	MUELLER	100	EA	\$ 2.40	\$ 240.00			
J13	1" Meter Gaskets - 1/8" Rubber (1,000 ct.)	MUELLER	5	EA	\$ 0.38	\$ 1.90			
J14	3/4" Meter Gaskets - 1/8" Rubber (1,000 ct.)	MUELLER	5	EA	\$ 0.38	\$ 1.90			
Section 1 Item BID TOTAL:						\$ 2,447.79			
Annual Estimated Usage:						10,000.00	Discounted Total:		
Fixed percentage discount off published manufacturer's price list: Calculation Formula: Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost [EX: \$100,000 - (\$100,000 x 15%) = \$85,000]						\$10,000.00	\$ 5,500.00		
							35.00%		
Section 1 TOTAL (Equals Section 1 Bid Total + Discounted Total):						\$ 7,947.79			
Percent of Discount Offered:						35.00%			
Type Price Schedule (List, dealer, jobber, etc...):						LIST			
Price Schedule Number:									
Date of Price Schedule:						2/22/2019			
Price Schedule Column On Which Discount is Based:						LIST			
(I.e., distributor, net, wholesale)						DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):						7-10 DAYS			





Section M		Section M		Section M		Section M		Section M	
Meter Boxes		Meter Boxes		Meter Boxes		Meter Boxes		Meter Boxes	
Item	Product Description	MFG/Part # Bid	Qty	UOM	Unit Price	Ext. Price	Item	Product Description	MFG/Part # Bid
M1	Plastic Lid for Single Concrete Box (DPW Plastics #37C-1AF-LID)	DPW/OLDCASTLE	7	EA	\$ 28.50	\$ 199.50	M1	Plastic Lid for Single Concrete Box (DPW Plastics #37C-1AF-LID)	DPW/OLDCASTLE
M2	Plastic Lid for Single Concrete Box (DPW Plastics #36C-1AF-LID)	DPW/OLDCASTLE	5	EA	\$ 37.50	\$ 187.50	M2	Plastic Lid for Single Concrete Box (DPW Plastics #36C-1AF-LID)	DPW/OLDCASTLE
M3	Plastic Lid for Double Meter Box (DPW Plastics #39C-1AF-LID)	DPW/OLDCASTLE	16	EA	\$ 39.33	\$ 629.28	M3	Plastic Lid for Double Meter Box (DPW Plastics #39C-1AF-LID)	DPW/OLDCASTLE
M4	Plastic Lid for 2" Meter Vault (DPW Plastics #55C-1AF-LID)	DPW/OLDCASTLE	5	EA	\$ 66.40	\$ 332.00	M4	Plastic Lid for 2" Meter Vault (DPW Plastics #55C-1AF-LID)	DPW/OLDCASTLE
M5	Concrete Single Meter Box (Oldcastle #37)	OLD CASTLE	10	EA	\$ 35.30	\$ 353.00	M5	Concrete Single Meter Box (Oldcastle #37)	OLD CASTLE
M6	Concrete Single Meter Box (Oldcastle #36)	OLD CASTLE	4	EA	\$ 34.20	\$ 136.80	M6	Concrete Single Meter Box (Oldcastle #36)	OLD CASTLE
M7	Concrete Double Meter Box (Oldcastle "MB Dual") #B18	OLD CASTLE	31	EA	\$ 29.20	\$ 905.20	M7	Concrete Double Meter Box (Oldcastle "MB Dual") #B18	OLD CASTLE
M8	Concrete 2" Meter Vault (Oldcastle #55)	OLD CASTLE	3	EA	\$ 59.46	\$ 178.38	M8	Concrete 2" Meter Vault (Oldcastle #55)	OLD CASTLE
		Section M Item BID TOTAL:		\$		2,921.66			
		Annual Estimated Usage:		\$		14,000.00			
		Fixed percentage discount off published manufacturer's price list: Calculation Formula:		\$		11,900.00			
		Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost. [Ex: \$100,000 - (\$100,000 x 15%) = \$85,000]		\$		15%			
		Section M TOTAL (equals Section M Bid Total + Discounted Total):		\$		14,821.66			
		Percent of Discount Offered:		15					
		Type Price Schedule (dealer, jobber, etc...):		MANUFACTURER					
		Price Schedule Number:							
		Date of Price Schedule		2019					
		Price Schedule Column On Which Discount is Based:		LIST					
		(i.e., distributor, net, wholesale)		DISTRIBUTOR					
		Delivery Time - (See Section 17 of bid for additional details):		7-10 DAYS					







Section P						
PVC Fittings (SDR-35, Solvent Weld)						
Item	Product Description	Mfg./Part # Bid	Qty	UOM	Unit Price	Est. Price
P1	4" Wye	CHARLOTTE	2	EA	\$ 4.00	\$ 8.00
P2	4" Tee-Wye	CHARLOTTE	9	EA	\$ 4.63	\$ 41.67
P3	4" Tee	CHARLOTTE	1	EA	\$ 3.05	\$ 3.05
P4	4" Repair Coupling (No Stop)	CHARLOTTE	5	EA	\$ 1.46	\$ 7.30
P5	4" Plug (MIPIT)	CHARLOTTE	1	EA	\$ 1.77	\$ 1.77
P6	4" Adapter (SDR-35) Hub x FIPT	CHARLOTTE	1	EA	\$ 2.90	\$ 2.90
P7	4" 45° Ell	CHARLOTTE	21	EA	\$ 2.20	\$ 46.20
P8	4" 2-Way Cleanout Tee	CHARLOTTE	4	EA	\$ 8.28	\$ 33.12
P9	4" 22.5° Ell	CHARLOTTE	5	EA	\$ 3.00	\$ 15.00
			Section P Item BID TOTAL: \$ 159.01			
			Annual Estimated Usage			
Fixed percentage discount off published manufacturer's price list: Calculation Formula:						
Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost [Ex: \$100,000 - (\$100,000 x 15%) = \$85,000]			\$ 2,000.00			
					\$ 1,200.00	
					40%	
			Section P TOTAL (Equals Section P Bid Total + Discounted Total): \$ 1,359.01			
Percent of Discount Offered:			40			
Type Price Schedule (dealer, jobber, etc.):			MANUFACTURER			
Price Schedule Number:						
Date of Price Schedule			2019			
Price Schedule Column On Which Discount Is Based:			LIST			
(I.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			



Section R						
Sewer Couplings, Etc.						
Item	Product Description	Mfg./Part # Bid	Qty	UOM	Unit Price	Ext Price
R1	8" PVC to PVC Flex Coupling	FERNCO	1	EA	\$ 48.28	\$ 48.28
R2	8" CT to PVC Adapter	FERNCO	1	EA	\$ 48.28	\$ 48.28
R3	6" Gripper Plug (Inside) Cheme 270253	FERNCO	3	EA	\$ 14.08	\$ 42.24
R4	6" CT to PVC Adapter	FERNCO	2	EA	\$ 9.00	\$ 18.00
R5	4" x 3" PVC to PVC Flex Coupling	FERNCO	4	EA	\$ 23.50	\$ 94.00
R6	4" PVC to PVC Flex Coupling	FERNCO	16	EA	\$ 17.08	\$ 273.28
R7	4" Plastic Lateral Cleanout w C.I. Lid (CIG-1504)	STAN ROBERTS	21	EA	\$ 28.68	\$ 602.28
R8	4" Flex Sanitary Sewer Tap Saddle	FERNCO	4	EA	\$ 26.40	\$ 105.60
R9	4" CT to PVC Adapter	FERNCO	2	EA	\$ 11.90	\$ 23.80
R10	4" Cast Iron Lateral Cleanout (BH 404C)	BASS & HAYS	2	EA	\$ 57.43	\$ 114.86
Section R Item BID TOTAL:						\$ 1,370.62
Fixed percentage discount off published manufacturer's price list: Calculation Formula:		Annual Estimated Usage:	% Discount:		Discounted Total:	
Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost [BX: \$100,000 - (\$100,000 x 15%) = \$85,000]		\$ 7,000.00			\$ 4,900.00	
Section R TOTAL (Equals Section R Bid Total + Discounted Total):						\$ 6,270.62
Percent of Discount Offered:			30			
Type Price Schedule (dealer, jobber, etc.):			MANUFACTURER			
Price Schedule Number:						
Date of Price Schedule			2019			
Price Schedule Column On Which Discount Is Based:			LIST			
(i.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			



Section I						
Miscellaneous						
Item	Product Description	Mfg/Part # Bid	Qty	UOM	Unit Price	Ext. Price
T1	Recto-Seal No. 5 Pipe Thread Compound (Qt.)	RECTOR SEAL	5	EA	\$ 24.68	\$ 123.40
T2	Teflon T-x2 Pipe Thread Compound (Qt.)	RECTOR SEAL	30	EA	\$ 34.95	\$ 1,048.50
T3	Poly Tape (Roll)	ALL PRO	20	EA	\$ 3.33	\$ 66.60
T4	Poly Wrap (29" x 200')	EGW	5	EA	\$ 72.80	\$ 364.00
T5	PVC Primer	OATY	60	EA	\$ 4.42	\$ 265.20
T6	PVC Cement (Blue Quick Set)	OATY	60	EA	\$ 6.46	\$ 387.60
T7	Marking Paint - All Colors (17.5 oz.)	RUSTOLEUM	500	EA	\$ 2.64	\$ 1,320.00
T8	White Marking Flags "Locate" (24" Length) (500 Count)	PRESKO	7	EA	\$ 44.00	\$ 308.00
T9	Green Marking Flags "Sewer" (24" Length) (500 Count)	PRESKO	7	EA	\$ 44.00	\$ 308.00
T10	Blue Marking Flags "Water" (24" Length) (500 Count)	PRESKO	7	EA	\$ 44.00	\$ 308.00
T11	Fire Hydrant "Out of Service" Ring	POLLARD	20	EA	\$ 1.73	\$ 34.60
T12	Hydrant Grease (1lb. Tub)	AFC	12	EA	\$ 26.66	\$ 319.92
T13	Pipe Lube (Gal.)	PRO SELECT	1	EA	\$ 10.83	\$ 10.83
T14	2" Aluminum Quick Coupling (FIPt x Male) Part #A200AL	SEAL FAST	2	EA	\$ 3.00	\$ 6.00
T15	Pipeline Marker (Water or Sewer)	CARSONITE	2	EA	\$ 1.20	\$ 2.40
			Section T Item BID TOTAL: \$ 4,873.05			
			Annual Estimated Usage			
Fixed percentage discount off published manufacturer's price list; Calculation Formula:			%			
Annual Estimated Usage - (Annual Estimated Usage x % Discount) = Extended Cost [Ex: \$100,000 - (\$100,000 x 15%) = \$85,000]			\$	11,000.00		\$ 9,350.00
					15%	
Section T TOTAL (Equals Section T Bid Total + Discounted Total):			\$ 14,223.05			
Percent of Discount Offered:			15			
Type Price Schedule (dealer, jobber, etc.):			MANUFACTURER			
Price Schedule Number:						
Date of Price Schedule			2019			
Price Schedule Column On Which Discount is Based:			LIST			
(i.e., distributor, net, wholesale)			DISTRIBUTOR			
Delivery Time - (See Section 17 of bid for additional details):			7-10 DAYS			