

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES**

Over \$50K
(Rev. 9-5-17)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By: *[Signature]*

Date:

Date: 9-26-17

Title:

Title: S. F. N.

Company: ACT Pipe & Supply, Inc.

APPROVED AS TO FORM:

[Signature]

II. General Information and Terms.

Contractor's Name and Address: ACT Pipe & Supply Co.
8921 Frey Rd.
Houston, TX 77034

Description of Services: Purchase of Water Parts (Brass & Tubing)

Maximum Contract Amount: \$81,582.90

Effective Date: On the latest of the dates signed by both parties.

Termination Date: Twelve months from the Effective Date.

Renewal: The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the supplies or materials described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City

under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The City has approved a verification form, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

IV. Additional Terms or Conditions.

A. The first sentence in the section titled "Inspection and Acceptance" in ACT Pipe & Supply Co.'s Terms and Conditions of Sale, attached hereto as Exhibit A-4 and incorporated herein by reference (the "ACT Terms and Conditions"), reading:

"Claims for damage, shortage or errors in shipping must be reported within one (1) calendar day following delivery to Buyer,"

is hereby amended to read as follows:

"Claims for damage, shortage or errors in shipping must be reported within seven (7) calendar days following delivery to Buyer,"

B. The section titled "Insurance" in the ACT Terms and Conditions is hereby deleted in its entirety.

C. The Texas Deceptive Trade Practices Act waiver in the ACT Terms and Conditions is hereby deleted in its entirety.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. House Bill 89 Verification (1 page)
- A-3. ACT Pipe & Supply Co.'s Response to City of Sugar Land ITB No. 2017-16 (32 pages)
- A-4. ACT Pipe & Supply Co.'s Terms and Conditions of Sale (4 pages)
- A-5. ACT Pipe & Supply Co.'s Terms and Conditions of Quotation (2 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. City of Sugar Land ITB No. 2017-16 (29 pages)
- B-2. Addendum #1 to City of Sugar Land ITB No. 2017-16, dated August 11, 2017 (12 pages)

B-3. Addendum #2 to City of Sugar Land ITB No. 2017-16, dated August 11, 2017
(11 pages)

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing

(See Attached)

EXHIBIT A-2

House Bill 89 Verification

(See Attached)

EXHIBIT A-3

ACT Pipe & Supply Co.'s Response to City of Sugar Land ITB No. 2017-16

(See Attached)



**CITY OF SUGAR LAND
PURCHASING OFFICE**

**INVITATION TO BID
BID NO. 2017-16 PURCHASE OF WATER PARTS**

IF HAND DELIVERED:

City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479

MAILING ADDRESS:

City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **PURCHASE OF WATER PARTS** for City of Sugar Land.

Sealed bids in one (1) original and two (2) copies shall be received on or before:
11:00 A.M., local time, Thursday, August 17, 2017

Bids must be received in City Secretary's Office before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Each bid shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected.
FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED

Please note that all the bids **must** be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for 11:00 a.m., Thursday, August 17, 2017 at which time the sealed bids will be publicly opened and read. You are invited to attend.

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than 3:00 P.M., Thursday, August 10, 2017. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPB
Fax: 281-275-2741
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this request for bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

SECTION I **GENERAL INSTRUCTIONS**

The City of Sugar Land will receive sealed bids for: **PURCHASE OF WATER PARTS**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the annual contract commencing on the latest date executed by both parties and continuing for a twelve-month period. The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

PRICING: Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

FIRM PRICING: Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, "PRICE ADJUSTMENTS".

PRICE ADJUSTEMENTS: Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, Houston CPI. The price will be increased or decreased based upon the annual percentage change in the Houston CPI. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

PRICE DECREASES/DISCOUNT INCREASES: Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

SECTION II

MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document take precedence over the contractor's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2)

creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing 60 days' written notice to the other party.

SECTION III **OTHER TERMS AND CONDITIONS**

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the

requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each proposal.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS: Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Sugar Land.

SECTION IV **SPECIFICATIONS**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Sugar Land to qualify one (1) or more vendors to furnish and deliver water parts for the Utilities Department, located at 111 Gillingham Lane, Sugar Land, Texas, 77478. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

II. ESTIMATED QUANTITY

The quantities indicated are approximate annual quantities based on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.

III. SUPPLIER REQUIREMENTS:

- All deliveries will be F.O.B. destination. The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

IV. MINIMUM QUALIFICATIONS:

- The City of Sugar Land is currently using "Just in Time" purchasing for ordering the replacement parts.
- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, for vendor-stocked parts, shall be made within 4 hours.
- Special Ordered parts shall be delivered within 10 working days.

V. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Used parts are unacceptable. The only exception is those items that are rebuilt or re-manufactured.
- Parts shall meet or exceed the quality of the part furnished on the original price of equipment (OEM), including factory-remanufactured parts. However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.
 - All items are to be certified NSF 61. Curbstops should be full port with 360-degree rotation and have locking tabs.
 - Saddles must be epoxy coated – CC threads w/ stainless steel band. Romac 101NS or equivalent preferred – extra wide gasket.
- Clamps must be universal fit – (Smith Blair type 226)
 - Polyethylene tubing must be EndoPure or approved equal and meet specifications NSF-14, AWWA C901, plus material standards under PE 3408, Poly tubing must be copper tubing size (CTS) ASTM D2737. Poly tubing shall have a certificate of purity and a lifetime warranty against rot, rust, electrolytic corrosion, and to be free from defects in material and workmanship.
 - Resilient seated gate valves, AWWA C509 opening counter clockwise with mechanical joint fittings and should include accessory packs.
 - Couplings should be one bolt per side – (Hymax coupling or approved equivalent)

VI. BRAND REQUIREMENTS

Exceptions to, or deviations from, a particular manufacturer's brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal

shall be made by the City and such determination shall be final and binding upon all bidders.

VII. ALTERNATIVE SOURCE

The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary parts when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this ITB.



CITY OF SUGAR LAND

PURCHASING OFFICE
INVITATION TO BID 2017-16
PURCHASE OF WATER PARTS
ADDENDUM #1
FRIDAY, AUGUST 11, 2017

Rebecca Martin

1. Could you please clarify the size on the following items
W9-000
W9-005
These 2 items can be 23 1/2" or 32"
Answer: We would like them in both sizes. We do have both in our system
2. W4-115: What type of AC collar does the city use?
Answer: This will be removed as the City no longer uses this item.
3. W4-140: Can you give me more details about the fluid tight gasket? What kind of gasket is it? What kind of fitting does it connect to?
Answer: This will be removed as the City no longer uses this item.
4. W4-145: Does the transition gasket go on IPS/S40 sized pipe or SDR35/SDR26 sized pipe?
Answer: This is a transition gasket from 12" AC pipe to 12 C900 pipe used in megalugs.
5. W9-000: What size is the CI manhole ring? Usual sizes are 23-1/2" or 32".
Answer: Both sizes of manhole rings and covers 24" & 32".
6. W9-010: Is the concrete throat ring a concrete riser ring? If so, is it 23-1/2" or 32"? We stock both sizes in 3" tall riser rings. Is a 3" tall riser sufficient?
Answer: Concrete rings will be for both sizes and 3" in height.

7. W9-006: What type of bolt on manhole ring and lid does the city use? Is it 23-1/2" or 32" and does it need to have the City of Sugar Land logo?

Answer: Both sizes and required to have Sugar Land Logo on it.

8. W8-050: Do the meter flanges include the kit with the bolts and gasket or just the meter flange? Do you want the flanges to be brass?

Answer: Both flanges 1 1/2" & 2" will be brass. Price single flange, not in pairs.

9. Section VIII Miscellaneous: What kind of Leak Test Dye Kit do you use?

Answer: The dye we use is a powder and comes in a 16 ounce package

10. Section VIII Miscellaneous: Are the inflow protectors made from polyethylene or stainless steel?

Answer: Inflow protectors are needed for both 24" & 32" and are made of polyethylene

11. Section II – Can you please provide OD range desired

Answer: Price should be the same for the saddles (average) for whatever type of pipe from C900 to AC Pipe. For example, and 8" x 1" saddle should be the same price whether it goes on C900, Steel, or AC pipe.

12. Section III – (FCC) can you please provide OD Range desired

Answer: Price should be the same for the Clamps (average) for whatever type of pipe from C900 to AC Pipe. For example, and 8" x 7 1/2" clamp should be the same price whether it goes on C900, Steel, or AC pipe

13. Section IV – Item (W4-115) what product are you looking

Answer: This item has been removed.

14. Section V – Items (W5-035 & W5-040) what are the Heights desired

Answer: W5-035 - ADJ. Valve Box Upper Half is 10"

W5-040 - ADJ. Valve Box Lower Half is 15"

15. Section VIII – (24" Inflow Protectors) Are you wanting TURE 24" or 23 1/4"

Answer: Price 2 different inflow protectors. They should be able to fit both 24" & 32" manholes.



CITY OF SUGAR LAND

PURCHASING OFFICE
INVITATION TO BID 2017-16
PURCHASE OF WATER PARTS
ADDENDUM #2
FRIDAY, AUGUST 11, 2017

1. W9-005
Has been corrected to include both sizes.
Updated Pricing Form Attached

Rebecca Martin

**SECTION V
REQUIRED FORMS
BID NO. 2017-16**

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, will result in the bid being rejected.

1. Bidder Certification and Addenda Acknowledgment (1 page)
2. Pricing Form (9 pages)
3. Bidder Information (1 page)
4. Bidder Customer/Client References (2 pages)
5. Conflict of Interest Questionnaire (CIQ Form) (1 page)
6. Debarment Form (1 page)

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	August 2, 2017 & August 9, 2017
2	ITB Posted to www.publicpurchase.com	August 2, 2017
3	Questions Deadline	August 10, 2017 @ 3:00 pm
4	Questions Answered and Addendum posted	August 11, 2017 @ 3:00 pm
5	Bids Due	August 17, 2017 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☒ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☒ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☒ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☒ 4. REFERENCES AND CIQ FORM COMPLETED
- ☒ 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☒ 6. COMPLETED DEBARMENT FORM
- ☒ 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SUGAR LAND
CITY SECRETARY OFFICE, 1ST FLOOR, ROOM 122
2700 TOWN CENTER BLVD. NORTH
SUGAR LAND, TEXAS 77479

- ☒ 8. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

EVALUATION FORM

	TOTAL
SECTION I - BRASS	67,794.90
SECTION II - SADDLES	11,036.70
SECTION III - CLAMPS	35,015.70
SECTION IV - TUBING	7,871.00
SECTION V - VALVES	32,370.70
SECTION VI - PVC FITTINGS	3,202.25
SECTION VII - METER BOXES, WASHERS	21,948.25
SECTION VIII - MISCELLANEOUS	8,202.20
GRAND TOTAL	187,441.70

Method of delivery: Common Carrier Private Company Carrier
 (Please circle one choice or describe alternative method)

Certification to meet delivery deadline requirements:

Item	Delivery Deadline	Meet Deadline
Stock Orders	5 working days	<u>Yes</u> / No
Special Orders	10 working days	<u>Yes</u> / No
Emergency Orders (vendor stocked parts)	4 hours	<u>Yes</u> / No

WAREHOUSE DATA

Square feet: 10,000 Number of individual items: 1,890

Total number of items in inventory: 2490

Location (address, city, and state): 13451 Stafford Rd Stafford Tx 77477

**PRICING FORM – UPDATED
ADDENDUM #2**

*Quantities indicated are for comparison purposes only. *The list is intended to represent a cross-section of Water Parts the City of Sugar Land may require. Please include price discount/mark-ups for other items not specifically referenced.

SECTION I: BRASS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W1-000	1" X ¾" brass bushing	220	2.15	473.00
W1-010	¾" F.I.P. x F.I.P. curb stop	100	37.30	3,730.00
W1-015	¾" F.I.P. x meter nut	240	42.75	10,260.00
W1-020	¾" C.C. X comp. corp stop	5	22.50	112.50
W1-045	¾" brass comp. x F.I.P. adapt.	25	11.05	276.25
W1-050	¾" meter spud	900	3.70	3,330.00
W1-060	1" meter spud	440	5.50	2,420.00
W1-065	1" comp. coupling	120	13.70	1,644.00
W1-075	1" F.I.P. x comp. curb stop	280	63.60	17,808.00
W1-080	1" C.C. x comp. corp stop	100	34.10	3,410.00
W1-090	1" comp x M.I.P. adapt.	125	12.15	1,518.75
W1-105	1 ½" comp. x M.I.P. adapt.	7	33.70	235.90
W1-110	1 ½" comp. x F.I.P. adapt.	25	43.00	1,075.00
W1-115	1 ½" comp. coupling	10	48.40	484.00
W1-120	1 ½" C.C. x comp. corp stop	20	96.70	1,934.00
W1-125	1 ½" comp. x M.F. curb stop	20	127.80	2,556.00
W1-130	2" brass comp. coupling	10	65.40	654.00
W1-135	2" comp x F.I.P. adapt.	10	51.35	513.50
W1-140	2" comp x M.I.P. adapt.	10	49.10	491.00
W1-145	2" C.C. x comp. corp stop	40	158.25	6,330.00
W1-150	2" comp. M.F. curb stop	40	214.30	8,572.00
W1-155	2" brass 90 bend	5	13.05	65.25
W1-160	2" gate valve	30	19.50	585.00
W1-165	2" ball valve w/ handle	30	21.30	639.00
W1-170	1" x ¾" U-branch w/out curb stop	100	29.80	2,980.00
W1-240	2" brass close nipple	65	5.40	351.00
W1-245	1 ½" close nipple	15	3.55	53.25
W1-250	1" brass close nipple	10	1.80	18.00
W1-255	¾" brass close nipple	20	1.25	25.00
W1-260	2" brass plug	10	6.05	60.50
W1-275	¾" brass plug	10	1.55	15.50
W1-280	2" x 12" brass nipple	5	25.45	127.25
W1-285	1 ½" x 12" brass nipple	5	19.75	98.75
W1-305	1 ½" gate valve	30	13.70	411.00
	2" brass spring loaded check valve	10	45.45	454.50

Total Section I 67,794.90

Percent Discount on Items Not Listed in this Section: 10 %

SECTION II: SADDLES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W2-010	2" x 1" saddle	5	21.65	108.25
W2-025	2 1/4" x 1" saddle	5	22.70	113.50
W2-035	3" x 1" saddle	5	22.70	113.50
W2-050	4" x 1" saddle	5	22.70	113.50
W2-060	4" x 1 1/2" saddle	5	27.85	139.25
W2-065	4" x 2" saddle	5	27.85	139.25
W2-070	6" x 3/4" saddle	5	25.80	129.00
W2-075	6" x 1" saddle	20	25.80	129.00
W2-080	6" x 1 1/2" saddle	5	30.95	154.25
W2-085	6" x 2" saddle	20	30.95	619.00
W2-095	8" x 1" saddle	40	30.95	1238.00
W2-100	8" x 1 1/2" saddle	10	37.15	371.50
W2-105	8" x 2" saddle	20	37.15	743.00
W2-110	10" x 1" saddle	5	43.50	217.50
W2-115	10" x 2" saddle	5	43.50	217.50
W2-125	12" x 1" saddle	15	39.20	588.00
W2-130	12" x 1 1/2" saddle	5	82.50	412.50
W2-135	12" x 2" saddle	20	50.55	1,011.00
W2-145	16" x 1" saddle	6	100.00	600.00
	16" x 1 1/2" saddle	2	109.30	218.60
W2-140	16" x 2" saddle	5	109.30	546.50
W2-150	20" x 1" saddle	2	153.65	307.30
W2-204	20" x 1 1/2" saddle	2	153.65	307.30
W2-155	20" x 2" saddle	6	153.65	921.90
W2-200	24" x 1" saddle	2	157.75	315.50
W2-201	24" x 1 1/2" saddle	2	170.10	340.20
W2-202	24" x 2" saddle	6	153.65	921.90
	30" x 1" saddle	2	N/A	—
	30" x 1 1/2" saddle	2	N/A	—
	30" x 2" saddle	6	N/A	—

Total Section II 11,036.70Percent Discount on Items Not Listed in this Section: 10%

SECTION III: CLAMPS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W3-000	2" x 7 1/2" FCC	5	37.15	185.75
W3-005	2" x 12 1/2" FCC	5	61.25	306.25
W3-010	3" x 7 1/2" FCC	5	47.45	237.25
W3-015	3" x 10" FCC	5	72.15	360.75
W3-020	4" x 7 1/2" FCC	6	49.50	297.00
W3-030	4" x 12 1/2" FCC	5	78.35	391.75
W3-040	6" x 7 1/2" FCC	20	58.75	1175.00
W3-045	6" x 12 1/2" FCC	5	93.85	469.25
W3-050	6" x 15" FCC	5	108.25	541.25
W3-055	6" x 20" FCC	5	140.25	701.25
W3-085	8" x 7 1/2" FCC	50	69.10	3455.00
W3-090	8" x 12 1/2" FCC	7	111.35	779.45
W3-095	8" x 15" FCC	5	126.80	634.00
W3-100	8" x 20" FCC	5	160.85	804.25
W3-130	10" x 7 1/2" FCC	5	89.70	448.50
W3-136	10" x 12" FCC	5	141.24	706.20
W3-140	12" x 7 1/2" FCC	15	102.10	1531.50
W3-145	12" x 12 1/2" FCC	5	162.90	814.50
	16" x 12" FCC	2	303.10	606.20
	20" x 12" FCC	2	339.20	678.40
	24" x 12" FCC	2	546.40	1092.80
	30" x 12" FCC	2	660.85	1321.70
W3-175	2" Hymax Coupling	5	84.10	420.50
W3-190	3" Hymax Coupling	5	110.95	554.75
W3-200	4" Hymax Coupling	5	142.20	711.00
W3-210	6" Hymax Coupling	10	198.30	1983.00
W3-220	8" Hymax Coupling	15	212.60	3189.00
W3-230	10" Hymax Coupling	5	273.50	1367.50
W3-240	12" Hymax Coupling - oversize	15	395.00	5925.00
W3-250	6" Friction Clamp	10	16.35	163.50
W3-260	8" Friction Clamp	10	18.95	189.50
W3-265	10" Friction Clamp	5	21.05	105.25
W3-270	12" Friction Clamp -	10	24.25	242.50
W3-275	3/4" Friction Clamp Lgs	20	2.50	50.00
W3-280	5/8" All Thread Rod (ft.)	80	1.15	92.00
W3-285	3/4" All Thread Rod (ft.)	80	1.40	112.00
W3-290	6" Bell Joint Clamp	5	107.25	536.25
W3-295	8" Bell Joint Clamp	5	148.45	742.25
W3-300	12" M.J. Sleeve	5	90.95	454.75
W3-310	12" x 15" FCC	5	308.25	1541.25
W3-315	12" x 20" FCC	5	429.90	2149.50

Total Section III 35,015.70Percent Discount on Items Not Listed in this Section: 10%

SECTION IV: TUBING

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W4-000	¾" Polybutylene Tubing (ft.) (EndoPure or approved equal)	300	.20	60.00
W4-005	1" Polybutylene Tubing (ft.) (EndoPure or approved equal)	10500	.30	3150.00
W4-010	1 ½" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100	.65	715.00
W4-015	2" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100	1.05	1155.00
★ W4-020	2" SDR 26 - class 160	60	.40	24.00
★ W4-025	3" SDR 26 - class 160	40	.70	28.00
★ W4-030	4" SDR 26 - class 160	40	1.10	44.00
★ W4-035	6" SDR 26 - class 160 (Ft.)	40	2.30	92.00
★ W4-040	8" SDR 26 - class 160	60	3.95	237.00
★ W4-041	10" SDR 26 - class 160	40	6.10	244.00
★ W4-045	12" SDR 26 - class 160	80	8.60	688.00
★ W4-050	4" C-900 Pipe	40	1.85	74.00
★ W4-055	6" C-900 Pipe	60	3.60	216.00
★ W4-060	8" C-900 Pipe	80	6.25	500.00
★ W4-065	12" C-900 Pipe	60	9.35	561.00
W4-145	12" Transition Gasket	20	4.15	83.00
W4-150	Potable Pipe/Gasket Lube (QT)	10	.00	No charge

Total Section IV 7,871.00Percent Discount on Items Not Listed in this Section: 10%

★ Pipe Prices Exception - Prices good for 30 days only.

SECTION V: VALVES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W5-000	2" Main Line Valve MJ	3	217.95	653.85
W5-005	4" Main Line Valve MJ	3	345.05	1,035.15
W5-010	6" Main Line Valve MJ	6	440.15	2,640.90
W5-015	8" Main Line Valve MJ	6	700.95	4,205.70
W5-020	12" Main Line Valve MJ	8	1,383.00	11,064.00
W5-025	Type A Valve Box	50	22.00	1,100.00
W5-030	Type A Valve Box Lid	30	7.90	237.00
W5-035	ADJ. Valve Box Upper Half	15	22.10	331.50
W5-040	ADJ. Valve Box Lower Half	15	22.10	331.50
W5-045	ADJ. Valve Box Lid	30	6.35	190.50
W5-050	6" MJ 45 Degree Bend	5	28.90	144.50
W5-055	6" MJ 90 Degree Bend	5	35.70	178.50
W5-060	8" MJ 45 Degree Bend	5	42.15	210.75
W5-065	8" MJ 90 Degree Bend	5	51.90	259.50
	12" MJ 90 Degree Bend	4	111.15	444.60
W5-070	4" MJ Gland Pack	5	6.70	33.50
W5-075	6" MJ Gland Pack	5	9.45	47.25
W5-080	8" MJ Gland Pack	5	10.65	53.25
W5-085	12" MJ Gland Pack	5	15.95	79.75
W9-000	C.I. Manhole Ring - 23 1/2"	17	100.50	1,708.50
W9-000	C.I. Manhole Ring - 32"	17	120.75	2,052.75
W9-005	C.I. Manhole Lid - 23 1/2"	10	100.50	1,005.00
W9-005	C.I. Manhole Lid - 32"	10	139.50	1,395.00
W9-010	Concrete Throat Ring	25	14.00	350.00
W9-020	Concrete Sewer Clean-out Box	5	28.05	140.25
W9-025	5 Gal Octocrete	1	25.50	25.50
W9-030	5 Gal Octoplug	1	25.50	25.50
W9-006	C.I. Bolt on MH Ring and Lid	5	425.00	2,125.00

Total Section V 32370.70Percent Discount on Items Not Listed in this Section: 10%

SECTION VI: PVC FITTINGS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W7-000	4" PVC SW Coupling D.W.V.	5	1.85	9.25
W7-005	4" PVC SW 45 Degree D.W.V.	5	3.55	17.75
W7-010	4" PVC SW 22 1/2 Degree D.W.V.	5	3.15	15.75
W7-015	4" x 6" PVC SW Bushing D.W.V.	5	8.55	42.75
W7-020	4" PVC Slip Coupling D.W.V.	10	4.30	43.00
W7-025	4" PVC Clean-Out Adapt. & Plug D.W.V.	5	4.45	22.25
W7-030	4" PVC SW Plug D.W.V.	15	11.35	170.25
W7-035	4" x 4" SW Tee D.W.V.	5	11.00	55.00
W7-040	4" x 4" SW Wye D.W.V.	5	7.45	37.25
W7-045	6" PVC SW Coupling D.W.V.	5	5.85	29.25
W7-050	6" PVC SW 45 Degree Bend D.W.V.	5	13.75	68.75
W7-055	6" PVC SW 22 1/2 Bend D.W.V.	5	18.15	90.75
W7-060	6" PVC Slip Coupling D.W.V.	5	19.15	95.75
W7-065	6" PVC C.O. Adapt D.W.V.	5	12.50	62.50
W7-070	6" x 4" PVC SW Wye D.W.V.	5	16.45	82.25
W7-075	6" x 4" PVC SW Double Wye D.W.V.	5	63.40	317.00
W7-080	6" PVC Tee D.W.V.	5	46.55	232.75
W7-085	8" PVC Coup D.W.V.	5	14.00	70.00
W7-090	8" PVC 22 1/2 Degree Bend D.W.V.	5	34.60	173.00
W7-095	6" x 4" PVC Saddle	5	32.75	163.75
W7-100	8" x 4" PVC Saddle	5	32.75	163.75
W7-105	8" x 6" PVC Saddle	5	43.25	216.25
W7-110	10" x 6" PVC Saddle	5	43.25	216.25
W7-115	12" x 6" PVC Saddle	5	43.25	216.25
W7-120	4" Fernco	40	3.40	136.00
W7-130	6" Fernco	30	7.25	217.50
W7-140	8" Fernco	5	11.15	55.75
W7-150	10" Fernco	5	16.75	83.75
W7-160	12" Fernco	5	19.55	97.75

Total Section VI 3,202.25Percent Discount on Items Not Listed in this Section: 10%

SECTION VII: METER BOXES, WASHERS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W8-020	3/4" meter washer	800	.10	80.00
W8-030	1" meter washer	800	.10	80.00
W8-040	1 1/2" rubber meter washer	100	.65	65.00
W8-045	2" rubber meter washer	300	.75	225.00
W8-050	1 1/2" meter flange	20	15.80	316.00
W8-055	2" meter flange	60	17.90	1,074.00
5015 2403	Jumbo plastic meter box	100	16.50	1,650.00
5015 2404	Jumbo plastic meter box lid	130	9.75	12,675.00
5015 2405	Single concrete meter box	5	18.50	92.50
5015 2406	Single concrete meter box lid	10	24.10	241.00
5015 2407	Double concrete meter box	5	32.25	161.25
5015 2408	Double concrete meter box lid	10	39.50	395.00
5015 2409	Jumbo Concrete meter box	5	35.70	178.50
5015 2410	Jumbo Concrete meter box lid	5	43.00	215.00
5015 2411	Plastic meter box - dual holes	250	9.20	2,300.00
5015 2412	Plastic meter box lid (400 w/lip. 100 w/out lip)	400	5.50	2,200.00

Total Section VII 21,948.25Percent Discount on Items Not Listed in this Section: 10%

SECTION VIII MISCELLANEOUS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
	Leak Testing Dye Kit	2	17.10	34.20
	5/8" x 2 1/2" bolts	400	.50	200.00
	5/8" nuts	400	.10	40.00
	2 1/2" x 2" Hydrant Adapter	10	10.60	106.00
	Barrel Locks for Meters	100	10.00	1,000.00
	24" Inflow Protectors - 24"	40	23.15	926.00
	24" Inflow Protectors - 32"	40	57.90	2,316.00
	36" Inflow Protectors	40	89.50	3,580.00

Total Section VIII 8,202.20Percent Discount on Items Not Listed in this Section: 10%

****This Addendum must be acknowledged on the form found in the bid packet****

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 ✓ RM Addendum #2 RM ✓ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY:

ACT Pipe & Supply Co.

AGENTS NAME:

Rebecca Martin

AGENTS TITLE:

Municipal Sales

MAILING ADDRESS:

8921 Frey Rd

CITY, STATE, ZIP:

Houston, Tx. 77034

PHONE & FAX NUMBERS:

713-947-7132 / FAX 713-947-7451

E-MAIL ADDRESS:

RMARTIN@ACTPIPE.COM

AUTHORIZED SIGNATURE:

Rebecca Martin

DATE:

8-17-2017

BIDDER CUSTOMER / CLIENT REFERENCES

Identify at least three projects of a similar size, scope and nature to the City of Sugar Land, which you have undertaken in the past three (3) years.

1. COMPANY NAME: City of Baytown

ADDRESS: P.O. Box 454

CITY / STATE / ZIP: Baytown, Tx. 77522-0424

PHONE NO. 281-420-6524

DESCRIPTION OF SERVICES: Annual Contract, Brass, Meter
Bases, VALVES, Clamp & Coupling

NAME OF CONTACT: Carla Hommel

EMAIL: Carla.Hommel@Baytown.org

2. COMPANY NAME: City of LaPorte

ADDRESS: 604 West Fairmont Highway

CITY / STATE / ZIP: LaPorte, Tx. 77571

PHONE NO. 281-470-5043

DESCRIPTION OF SERVICES: Screw Fittings, misc tools
VALVES

NAME OF CONTACT: Alison Davis

EMAIL: DAVISA@laporte.tx.gov

3. COMPANY NAME:

City of Pasadena

ADDRESS:

3124 Red Bluff

CITY / STATE / ZIP:

Pasadena, TX 77523

PHONE NO.

713-475-4803

DESCRIPTION OF SERVICES:

Sewer Fittings, MJ Fittings
Rings & Cams

NAME OF CONTACT:

Dennis Clark

EMAIL:

DClark@ci.pasadena.tx.us

4. COMPANY NAME:

City of Jacinto City

ADDRESS:

1301 Mercury

CITY / STATE / ZIP:

Jacinto City, TX 77029

PHONE NO.

713-453-7411

DESCRIPTION OF SERVICES:

All Material For Water
Service

NAME OF CONTACT:

Kyle Reed

EMAIL:

KReed-jcpw@shcglobal.net

SAMPLE

CITY OF SUGAR LAND STANDARD CONTRACT FOR GENERAL SERVICES

Over \$50K
(Rev. 1-4-16)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Purchase of Water Parts

Maximum Contract Amount:

\$

Effective Date:

On the latest date of the dates executed by both parties.

Termination Date:

(Sec III C)

Renewal:

This contract will renew automatically under the same terms and conditions for four (4) additional one-year terms, subject to the termination provisions in Section III C.

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

P. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. (Name of attachment) (date) (pages)

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="font-size: 1.5em; text-align: center;">None</p>	<p>Date Received:</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(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>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C & 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>A. 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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>C. 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> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="font-size: 1.5em; text-align: center;">N/A</p> <p style="font-size: 0.8em;">Signature of person doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.5em;">8/17/2017</p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 06/29/2007



CITY OF SUGAR LAND

CONTRACTOR INFORMATIONName: Act Pipe & Supply Co.Address: 111 BRAND LANE
STAFFORD, TX. 77477Principal Contact: Rebecca MartinTax ID Number: 74-1872912Project Number: 2017-16Project Name: Purchase of Water PartsCertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the city of Sugar Land, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under the laws of the State of Texas.

Rebecca Martin
Signature/Authorized Certifying Official

Rebecca Martin Sales
Typed Name and Title

Act Pipe & Supply
Prospective Contractor/Organization

8-17-2017
Date Signed

N/A
State Contractor License No. (if any)

EXHIBIT A-4

ACT Pipe & Supply Co.'s Terms and Conditions of Sale

(See Attached)



TERMS AND CONDITIONS OF SALE

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained in ACT's Proposal and herein shall be binding upon ACT unless accepted by ACT in a writing and signed by the ACT Branch Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order or Buyer's receipt ticket, which are different from or in addition to the terms and conditions contained in ACT's Proposal and herein are hereby rejected and shall not be binding on ACT, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Any instruction, order, direction, demand or request by Buyer, whether verbal or written, for shipment or delivery of all or any portion of the materials described herein, and/or shipment of all or any portion of the materials described herein, shall be deemed an acceptance by Buyer of the Terms and Conditions of Sale. The Proposal shall expire fifteen (15) calendar days after the Bid Date shown on the Proposal, or fifteen (15) calendar days after the date of the Proposal if no Bid Date is shown. Notwithstanding the foregoing, it is agreed and understood that the prices included in the Proposal are for estimating purposes only; the prices are not firm and are not fixed for said fifteen (15) calendar day period, and the price will be the current price in effect at the time of shipment.

TERMS: Buyer agrees to pay for the goods and materials according to the following terms: Payment is due net thirty (30) calendar days from the date of invoice. In the event Buyer fails to make any payment to ACT when due, Buyer's entire account(s) with ACT shall become immediately due and payable without notice or demand. Past due payments shall bear interest at the rate of one and one-half percent (1½ %) per month or, if that rate is determined to be usurious, at the highest non-usurious rate allowed by applicable law. Buyer does hereby grant ACT a purchase money security interest in the products until such time as ACT is fully paid. Buyer will assist ACT in taking the necessary action to perfect and protect ACT's security interest. No goods or materials furnished by ACT shall become a fixture by reason of being attached to real estate. Purchase price shall be ACT's price in effect at time of shipment, notwithstanding any price quotes or estimates given by ACT. Prices are subject to manufacturer's and/or supplier's price increase.

SHIPMENTS: All products are shipped *ex works* - ACT's loading dock (INCOTERMS 2010). All freight and/or shipping & handling charges shall be paid by Buyer, in addition to the price. Risk of loss shall transfer to the Buyer upon delivery to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the price of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage, transportation and all other additional costs and risks shall be borne solely by Buyer. Claims for goods or materials damaged or lost in transit should be made by Buyer to the carrier, as ACT's responsibility ceases upon delivery of goods to Buyer, Buyer's representative or common carrier.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) calendar day following delivery to Buyer. Buyer shall have seven (7) calendar days from the date Buyer receives any goods or materials to inspect such goods and materials for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify ACT, in writing, of any defects, nonconformance or rejection of such goods and materials. After such seven (7) calendar day period, Buyer shall be deemed to have irrevocably accepted the goods and materials, if not previously accepted. After such acceptance, Buyer shall have no right to reject the goods and materials for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) calendar day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives, or to cancel any order without ACT's written consent and payment to ACT of all charges, costs, expenses, losses, and/or reasonable profits owed to or incurred by ACT as a result of any such change, modification or cancellation. Specially fabricated or ordered items may not be cancelled or returned, and no refund will be made or credit given. **The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the remedy or remedies, if any, available under the manufacturer's warranty and Buyer irrevocably waives all other remedies associated therewith.**



TERMS AND CONDITIONS OF SALE

DELIVERY: In the event of force majeure, including, but not limited to acts of God, war, acts of terrorists, government order or regulation, strikes, embargos, inability to obtain material or material shortage, accidents, delays of carriers, contractors or suppliers, inclement weather including, but not limited to hurricanes and named tropical disturbances or other cause beyond ACT's reasonable control, or in the event of impracticability of performance or failure of presupposed conditions, which delays, impairs, or otherwise affects ACT's ability to furnish and/or deliver the materials contemplated by the Proposal, in whole or in part, ACT's obligation to perform hereunder and which cannot be overcome by the exercise of ordinary diligence shall be suspended during the continuation of such event, or, in the alternative, ACT may cancel the sale under the proposal upon written notice to Buyer, without liability for performance or any loss, cost, expense or damages suffered by Buyer. ACT assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to ACT.

WARRANTY: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE MANUFACTURER OF THE GOODS AND MATERIALS, AND SUCH WARRANTY, IF ANY, EXTENDS ONLY TO THE ORIGINAL BUYER. ACT MAKES NO EXPRESS OR IMPLIED WARRANTIES. ACT HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT FOR LABOR AND EXPENSES OF REPAIRING OR REPLACING DEFECTIVE GOODS, MATERIALS OR WORKMANSHIP, OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL GOODS, MATERIALS AND/OR SERVICES PROVIDED BY ACT AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

DAMAGES: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, BUYER RELEASES ACT AND ITS SHAREHOLDERS, SUBSIDIARIES AND AFFILIATED COMPANIES AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES ("ACT INDEMNITEES") FROM ANY CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY AND PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF PRODUCTIVITY, LOSS OF EFFICIENCY, ACCELERATION, LOSS OF CONTRACT (COLLECTIVELY "CONSEQUENTIAL DAMAGES") WHENEVER ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS PROPOSAL OR AS A RESULT OF, RELATING TO OR IN CONNECTION WITH THE MATERIALS, GOODS AND LABOR RELATING TO THIS PROPOSAL, AND NO CLAIM SHALL BE MADE BY BUYER REGARDLESS OF WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON NEGLIGENCE (INCLUDING SOLE, JOINT, ACTIVE, PASSIVE, GROSS OR CONCURRENT NEGLIGENCE), FAULT, BREACH OF WARRANTY, BREACH OF CONTRACT, STATUTE, STRICT LIABILITY OR OTHERWISE AND INCLUDING PRE-EXISTING CONDITIONS.

RECOMMENDATIONS BY SELLER: Buyer acknowledges that ACT does not make and specifically negates, and disclaims any representations, warranties and/or guaranties of any kind or character, express or implied, with respect to (i) the goods and materials sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with use of the goods and materials, (iii) the engineering, design, fabrication work or any other work or service, whether gratuitous or for payment, supplied by ACT and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Any recommendations made by ACT concerning the use, design, application or operation of the goods and materials shall be merely ACT's opinion or recommendation, and shall not be construed as representations or warranties, express or implied, and shall not be made a part of the basis of the bargain. Failure by ACT to make recommendations or give advice to Buyer shall not impose any liability upon ACT.

COMPLIANCE: The Buyer shall at its own expense apply for and obtain any permits and inspections required for

*ACT Pipe & Supply • ACT Fabrication • 6950 W. Sam Houston Pkwy. N. • Houston, TX 77041 •
P#: 713-937-0600 • F#: 713-937-0696*



TERMS AND CONDITIONS OF SALE

the installation and/or use of the goods and materials. ACT makes no promise or representation that the goods, materials or services will conform to any federal, state or local laws ordinances, regulations, codes or standards. Goods and materials sold by ACT are not for use in or with any nuclear facility unless specifically so stated by ACT in writing.

INDEMNIFICATION: ACT shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the goods and materials. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE HEREIN, BUYER SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF THE ACT INDEMNITEES FROM AND AGAINST ANY LOSS, COST, CLAIM, SUIT, JUDGMENT, AWARD OR DAMAGE (INCLUDING REASONABLE ATTORNEY'S FEES) IN ANY CASE OF ILLNESS, INJURY OR DEATH, SUFFERED BY ANY PERSON OR ENTITY AND IN ANY CASE OF LOSS OR DAMAGE TO THE PROPERTY OF ANY PERSON OR ENTITY ARISING OUT OF OR RELATING TO ACT'S SUPPLY OF THE GOODS, MATERIALS OR LABOR UNDER THE PROPOSAL AND REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY THE NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE) OR ANY OTHER THEORY OF LEGAL LIABILITY, INCLUDING STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY AND INCLUDING PRE-EXISTING CONDITIONS ATTRIBUTABLE TO ANY MEMBER OF THE ACT INDEMNITEES.** The obligations, indemnities and covenants contained in this Indemnity paragraph shall survive the consummation or termination of this transaction.

INSURANCE. Buyer agrees to name all members of the ACT Indemnitees as an additional assured under its policies of insurance (with the exception of Buyer's Worker's Compensation Insurance) and to obtain a waiver of subrogation in favor of the members of the ACT Indemnitees, to the extent of Buyer's indemnification obligations under these terms and conditions of sale.

BUYER EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER XVII, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE, VERNON'S TEXAS CODE ANNOTATED, BUSINESS & COMMERCE CODE (the "Texas Deceptive Trade Practices Act"). In this regard, Buyer represents that it is a party qualified and entitled to validly, legally, and effectively grant this waiver and understands that ACT have relied upon such representation as a material inducement to agree to sell the goods, materials and/or labor to Buyer.

RETURNS: Buyer may return any product which ACT stocks with no restocking charge only if: (i) it is in new condition, suitable for resale in its undamaged, original packaging and with all its original parts; and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged; as determined by an inspection by ACT. Any proposed returns not meeting (i) and (ii), above, will be evaluated on an individual basis and returnable solely at ACT's option, after Buyer has contacted Seller's authorized representative to request return. Special orders or non-stock items may be returned only if the manufacturer will accept the return. Except for items Seller stocks which meet (i) and (ii), above, credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in salable condition; and (b) handling and restocking charges. Buyer shall pay all freight and/or transportation charges for returned goods and materials.

INCORPORATION IN PROJECT: Buyer warrants and represents that the materials contemplated by the Proposal are being ordered for incorporation into a Project and Buyer acknowledges that the goods and materials delivered by ACT are being delivered for incorporation in the Project, and in reliance upon Buyer's warranty and representation.

TAXES: The amount of any sales, use, excise or other taxes, if any, applicable to the goods and materials shall be added to the purchase price and shall be paid by Buyer unless Buyer provides ACT with a sales tax exemption certificate acceptable to the applicable authorities. Any taxes which ACT may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, use or consumption of any of the goods or materials, including taxes upon or measured by the receipts from the sale thereof, shall be for the



TERMS AND CONDITIONS OF SALE

account of the Buyer, who shall promptly pay the amount thereof, as well as any and all fines, penalties or interest assessed by or for the taxing authority in connection therewith, to ACT upon demand.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse ACT all attorney fees and court costs incurred by ACT in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable ACT, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law or in equity: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this order, or the filing of any petition to adjudicate Buyer bankrupt, and a failure by Buyer to provide adequate assurance of performance within ten (10) calendar days after a demand by Seller; (d) the death, incompetence, dissolution or termination of existence of Buyer; or (e) if ACT, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of ACT herein are in addition to, and shall not exclude, any rights or remedies that ACT may have by law or in equity. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

SET-OFF: Buyer shall not be entitled to any set-off, deductions or withholding against any amounts otherwise due Buyer against any amount due to ACT in connection with this transaction, and Buyer hereby waives and relinquishes any such right of set-off, deduction or withholding.

NON—WAIVER: ACT's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of ACT's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by ACT's Branch Manager.

ENTIRE AGREEMENT: ACT's Proposal, including these terms and conditions, constitutes the entire, complete, and exclusive agreement between ACT and Buyer with respect to the subject matter hereof, and contains all the agreements and conditions of sale. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by ACT's Branch Manager, and no other conduct of the parties, course of dealing or usage of the trade shall supplement, modify, supersede or otherwise alter these terms and conditions. All transactions shall be governed solely by the terms and conditions contained in ACT's Proposal and herein.

APPLICABLE LAW: This transaction shall be governed in all respects by the laws of the State of Texas, excluding choice of law provisions. Exclusive venue and jurisdiction for any dispute arising out of or related to this transaction or any right, duty or obligation created in whole or in part by the Proposal, including these terms and conditions, shall be in the State or Federal Courts (as appropriate) located in Harris County, Texas. All suits or actions, regardless of form, arising out of or related to this transaction or the goods and materials sold hereunder, must be brought against ACT within two (2) years and one (1) calendar day after accrual of the cause of action, or within the applicable statutory period, whichever is shorter. Buyer and ACT irrevocably waive the right to a jury trial.

EXHIBIT A-5

ACT Pipe & Supply Co.'s Terms and Conditions of Quotation

(See Attached)



TERMS AND CONDITIONS OF QUOTATION

This quotation is based on ACT's interpretation of the engineer's plans and specification and is not guaranteed for accuracy or completeness.

Prices do not include sales tax unless noted otherwise stated.

All pipe prices are subject to manufacturer's shipping schedules, availability and order terms as noted below.

NOTICE: Prices are for estimating purposes only. Prices are not firm, and the price will be the current price in effect at the time of shipment.

Proposal prices are based upon order for the total quantity, for immediate shipment. This Proposal is contingent upon the Buyer's acceptance of ACT's Terms and Conditions of Sale. The complete Terms and Conditions of Sale which are applicable to this Proposal can be seen on ACT's website at www.actpipe.com under "Customer Resources" and "Terms and Conditions" and ACT's Terms and Conditions of Sale are a part hereof and are incorporated herein by reference. ACT objects to all other terms and conditions. ACT is not responsible for delays or shortages of product due to causes beyond ACT's reasonable control.

THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE MANUFACTURER OF THE GOODS AND MATERIALS, AND SUCH WARRANTY, IF ANY, EXTENDS ONLY TO THE ORIGINAL BUYER. ACT MAKES NO EXPRESS OR IMPLIED WARRANTIES. ACT HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, ACT SHALL NOT BE LIABLE FOR ANY COSTS OF INSTALLATION OR REPAIR OF THE GOODS AND MATERIALS SOLD BY ACT.

IN NO EVENT, WILL ACT BE LIABLE FOR PERSONAL INJURIES, DEATH OR PROPERTY LOSS OR DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, REGARDLESS OF WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL ACT'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE GOODS AND/OR MATERIALS ABOVE WHICH AMOUNT BUYER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ACT.

Buyer should carefully review all takeoffs and estimates for correct quantities, calculations, and material descriptions. ACT will not be responsible for any errors and/or omissions contained within the Proposal. ACT reserves the right to change any price on this Proposal prior to shipment.

With respect to PVC piping orders, Buyer acknowledges and understands that due to economic matters beyond the reasonable control of ACT, including, but not limited to, unanticipated escalation of PVC material and resin pricing, high worldwide demand and limitations on supplies of PVC piping, resin and the materials incorporated therein, the

ACT Pipe & Supply • ACT Fabrication • www.ACTpipe.com



TERMS AND CONDITIONS OF QUOTATION

pricing and availability for all PVC, resin and products derived therefrom, shall be subject to change and/or cancellation without advance notice and regardless of whether orders have been placed and deposits paid by Buyer. In such cases, Buyer shall have the option to either (i) to agree to pay the increased pricing for all orders for which PVC piping or its derived products are involved and accept the revised schedule for delivery associated with such orders; or (ii) to cancel the order in which case and subject always to the prior consent of the PVC piping manufacturer, Buyer's deposit, if any, shall be returned to Buyer by ACT and this order shall terminate and ACT shall have no further liability to Buyer for the order. **UNDER NO CIRCUMSTANCES SHALL ACT HAVE ANY LIABILITY TO BUYER FOR ANY CLAIMS, DAMAGES, COSTS, OR EXPENSES ARISING OUT OF THE SUPPLY OF PVC PIPING AND BUYER IRREVOCABLY RELEASES ACT THEREFROM AND REGARDLESS OF WHETHER SUCH CLAIMS, DAMAGES, COSTS OR EXPENSES WERE CAUSED OR CONTRIBUTED TO BY ACT'S BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE (INCLUDING ACTIVE, PASSIVE, SOLE, JOINT, CONCURRENT OR GROSS NEGLIGENCE), STATUTE OR ANY OTHER CAUSE.**

ACT Signature: _____ Date: _____

Customer Signature: _____ Date: _____

EXHIBIT B-1

City of Sugar Land ITB No. 2017-16

(See Attached)



**CITY OF SUGAR LAND
PURCHASING OFFICE**

**INVITATION TO BID
BID NO. 2017-16 PURCHASE OF WATER PARTS**

IF HAND DELIVERED:

**City of Sugar Land
City Secretary Office, 1st Floor
2700 Town Center Boulevard North
Sugar Land, Texas 77479**

MAILING ADDRESS:

**City of Sugar Land
City Secretary Office
P.O. Box 110
Sugar Land, TX 77487**

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced **PURCHASE OF WATER PARTS** for City of Sugar Land.

**Scaled bids in one (1) original and two (2) copies shall be received on or before:
11:00 A.M., local time, Thursday, August 17, 2017**

Bids must be received in City Secretary's Office before opening date and time, submitted in a sealed envelope or container stating on the outside, the Bidder's name, address, ITB number, and due date.

Each bid shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All bids shall be signed and dated. Bids that are not signed and dated will be rejected. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED**

Please note that all the bids **must be received at the designated location by the deadline shown**. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. The Opening is scheduled for **11:00 a.m., Thursday, August 17, 2017** at which time the sealed bids will be publicly opened and read. **You are invited to attend.**

Questions regarding this bid must be received by the City of Sugar Land's Purchasing Office no later than **3:00 P.M., Thursday, August 10, 2017**. **Questions will not be accepted after this time.**

The City of Sugar Land shall provide a Q&A addendum addressing all questions that are received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and placed on the publicpurchase.com website in the Section entitled, "Addenda." All changes to the Invitation to Bid will also be posted on the same website. Check the website daily for updates.

Please direct all questions regarding this bid to:

City of Sugar Land Purchasing
Jason Poscovsky, CPPB
Fax: 281-275-2741
E-mail: jposcovsky@sugarlandtx.gov

Contact with any personnel of the City other than Jason Poscovsky, regarding this request for bid may be ground for elimination from the selection process.

The City does not assume responsibility for not receiving questions from the Bidder or the Bidders' receipt of any answers, addenda, or amendments placed on that website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS ITB OR BY CONTACTING THE INDIVIDUAL LISTED ABOVE.

SECTION I **GENERAL INSTRUCTIONS**

The City of Sugar Land will receive sealed bids for: **PURCHASE OF WATER PARTS**

IT IS UNDERSTOOD that the City Council of the City of Sugar Land reserves the right to reject any or all bids for any or all products and/or services covered in this invitation to bid and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE AND/OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Sugar Land Purchasing Office should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sugar Land's interpretation shall govern.

TO PROVIDE FOR: the annual contract commencing on the latest date executed by both parties and continuing for a twelve-month period. The term of this Contract shall automatically renew without further documentation or agreement annually for four additional one-year terms under the terms and conditions provided herein, unless written notice of a party's intent not to renew is received by the other party on or before thirty (30) days before the expiration of the then current term.

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturers' model numbers. It is the intent of the City of Sugar Land to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them.

PRICING: Bidders are instructed to bid the unit price on the item(s) specified, and then price options where indicated on tabulation sheet and to extend and show the total where applicable. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the one-year period and shall be stated on the tabulation sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the contract unless approved by both parties. Additional charges not shown on the bid will not be honored. All prices must be in ink.

FIRM PRICING: Pricing and discounts submitted are firm for the initial one-year period specified in the solicitation. Price decreases are allowed at any time. Price increases shall only be considered as stipulated below in paragraph, "PRICE ADJUSTMENTS".

PRICE ADJUSTEMENTS: Prices must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the, Houston CPI. The price will be increased or decreased based upon the annual percentage change in the Houston CPI. The maximum escalation will not exceed +/- 2.5% for any individual year. The escalation will be determined annually at the renewal date. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

PRICE DECREASES/DISCOUNT INCREASES: Vendors are required to immediately implement any price decrease or discount increase that may become available. The City of Sugar Land must be notified in writing for updating the contract.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request.

Upon receipt of such request, the City of Sugar Land reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Sugar Land written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Sugar Land approval and/or cancellation.

SALES TAX: City of Sugar Land is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

ADDENDA: Any interpretations, corrections or changes to this Invitation To Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Sugar Land Purchasing Office. Addenda will be posted for all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda on the Bidders Certification/Addenda Acknowledgement form found in this document.

LATE BIDS: Bids received in the City after the submission deadline will be considered void and unacceptable. City of Sugar Land is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice received after the deadline for receiving bids shall not be considered.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any contract.

BID AWARD: The City shall award "all or part" of a contract to the lowest responsive and responsible bidder (s) providing the best value to the City meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.

In determining the lowest responsive and responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidders ability to comply with the contract.

SECTION II **MANDATORY TERMS AND CONDITIONS**

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the city based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the city-prepared contract and any additional city or vendor contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the city-prepared contract and a document incorporated by reference, the city-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the city's additional contract document take precedence over the contractor's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2)

creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The city's Tax Exemption Certificate will be furnished by the city on request of the contractor.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing 60 days' written notice to the other party.

SECTION III **OTHER TERMS AND CONDITIONS**

REMEDIES: The successful bidder and City of Sugar Land agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Sugar Land. More than one proposal on any one contract from a Respondent or individual under different names shall be grounds for rejection of all proposals in which the Respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Sugar Land, including affiliations and business and financial relationships such persons may have with City of Sugar Land officers.

By doing business or seeking to do business with the City of Sugar Land, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the

requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire found on the last page of this document must be filled out and turned in with each proposal.

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL – APPROVED CONTRACTS:

Under Section 2252.908 of the Tex Gov't Code - The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

PURCHASE ORDER: City of Sugar Land shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Sugar Land will not be responsible for any orders placed and/or delivered without a valid Purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Sugar Land designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Vendor company name and address;
- (b) Name and address of the City of Sugar Land department the shipment is being made to;
- (c) City of Sugar Land purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Sugar Land
Accounts Payable
P.O. Box 110
Sugar Land, TX 77487

and shall reference the City of Sugar Land approved purchase order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

QUALITY CONTROL: Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Sugar Land from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Sugar Land reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this contract;
4. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Sugar Land may have in law or equity. Bidder, in submitting this bid, agrees that City of Sugar Land shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Sugar Land shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Sugar Land, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Sugar Land.

INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Sugar Land.

SECTION IV **SPECIFICATIONS**

I. PURPOSE AND OBJECTIVES

It is the intent of the City of Sugar Land to qualify one (1) or more vendors to furnish and deliver water parts for the Utilities Department, located at 111 Gillingham Lane, Sugar Land, Texas, 77478. Vendors are requested to submit a bid that meets all requirements contained herein. Bids submitted shall be complete and include all costs associated with the bid including delivery and materials.

II. ESTIMATED QUANTITY

The quantities indicated are approximate annual quantities based on past experience and expected future need. Quantities may be increased or decreased depending on actual need during the contract term; however, no price adjustments will be allowed as a result of a reduction in the quantity purchased.

III. SUPPLIER REQUIREMENTS:

- All deliveries will be F.O.B. destination. The vendor shall be responsible for making any claims against carriers for missing or damaged items.
- The vendor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the City.

IV. MINIMUM QUALIFICATIONS:

- The City of Sugar Land is currently using “Just in Time” purchasing for ordering the replacement parts.
- Normal stock orders shall be delivered to the City within 5 working days.
- Delivery of emergency orders, for vendor-stocked parts, shall be made within 4 hours.
- Special Ordered parts shall be delivered within 10 working days.

V. TECHNICAL SPECIFICATIONS

- All items shall be of new manufacture, of most recent design, and contain all current modifications. Used parts are unacceptable. The only exception is those items that are rebuilt or re-manufactured.
- Parts shall meet or exceed the quality of the part furnished on the original price of equipment (OEM), including factory-remanufactured parts. However, if the original manufacturer has updated the quality of the parts for the current production, parts supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item(s) and/or termination of the contract.
 - All items are to be certified NSF 61. Curbstops should be full port with 360-degree rotation and have locking tabs.
 - Saddles must be epoxy coated – CC threads w/ stainless steel band. Romac 101NS or equivalent preferred – extra wide gasket.
- Clamps must be universal fit – (Smith Blair type 226)
 - Polyethylene tubing must be EndoPure or approved equal and meet specifications NSF-14, AWWA C901, plus material standards under PE 3408, Poly tubing must be copper tubing size (CTS) ASTM D2737. Poly tubing shall have a certificate of purity and a lifetime warranty against rot, rust, electrolytic corrosion, and to be free from defects in material and workmanship.
 - Resilient seated gate valves, AWWA C509 opening counter clockwise with mechanical joint fittings and should include accessory packs.
 - Couplings should be one bolt per side – (Hymax coupling or approved equivalent)

VI. BRAND REQUIREMENTS

Exceptions to, or deviations from, a particular manufacturer’s brand in specifications will be evaluated and considered by the City so long as those deviations are cross referenced and fully explained with regard to their equality with acceptable brands. The determination as to whether any alternate product or service is, or is not, equal

shall be made by the City and such determination shall be final and binding upon all bidders.

VII. ALTERNATIVE SOURCE

The City reserves the right to order an item from another vendor selling the same item in the event the successful bidder is unable to supply the necessary parts when needed. The next time the part is required; the original successful bidder will be contacted. Recurring instances of stock-out may be cause for cancellation of all or part of any contract that is the result of this ITB.

**SECTION V
REQUIRED FORMS
BID NO. 2017-16**

The following forms must be filled out and turned in with bid in order for submitting vendor to be considered responsive. Failure to include the following forms, signed and dated, will result in the bid being rejected.

1. Bidder Certification and Addenda Acknowledgment (1 page)
2. Pricing Form (9 pages)
3. Bidder Information (1 page)
4. Bidder Customer/Client References (2 pages)
5. Conflict of Interest Questionnaire (CIQ Form) (1 page)
6. Debarment Form (1 page)

SCHEDULE of KEY EVENTS		
NO.	ACTIVITY	DATE -- TIME
1	ITB Advertised in local paper	August 2, 2017 & August 9, 2017
2	ITB Posted to www.publicpurchase.com	August 2, 2017
3	Questions Deadline	August 10, 2017 @ 3:00 pm
4	Questions Answered and Addendum posted	August 11, 2017 @ 3:00 pm
5	Bids Due	August 17, 2017 @ 11:00 am

BID CHECKLIST

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE BID HAS BEEN SIGNED AND DATED.
- ☐ 2. ANY PRICE EXTENSIONS AND TOTALS HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☐ 4. REFERENCES AND CIQ FORM COMPLETED
- ☐ 5. THE CORRECT NUMBER OF BID COPIES ENCLOSED
- ☐ 6. COMPLETED DEBARMENT FORM
- ☐ 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**THE CITY OF SUGAR LAND
CITY SECRETARY OFFICE, 1ST FLOOR, ROOM 122
2700 TOWN CENTER BLVD. NORTH
SUGAR LAND, TEXAS 77479**

- ☐ 8. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:
COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

PRICING FORM

***Quantities indicated are for comparison purposes only. *The list is intended to represent a cross-section of Water Parts the City of Sugar Land may require. Please include price discount/mark-ups for other items not specifically referenced.**

SECTION I: BRASS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W1-000	1" X ¾" brass bushing	220		
W1-010	¾" F.I.P. x F.I.P. curb stop	100		
W1-015	¾" F.I.P. x meter nut	240		
W1-020	¾" C.C. X comp. corp stop	5		
W1-045	¾" brass comp. x F.I.P. adapt.	25		
W1-050	¾" meter spud	900		
W1-060	1" meter spud	440		
W1-065	1" comp. coupling	120		
W1-075	1" F.I.P. x comp. curb stop	280		
W1-080	1" C.C. x comp. corp stop	100		
W1-090	1" comp x M.I.P. adapt.	125		
W1-105	1 ½" comp. x M.I.P. adapt.	7		
W1-110	1 ½" comp. x F.I.P. adapt.	25		
W1-115	1 ½" comp. coupling	10		
W1-120	1 ½" C.C. x comp. corp stop	20		
W1-125	1 ½" comp. x M.F. curb stop	20		
W1-130	2" brass comp. coupling	10		
W1-135	2" comp x F.I.P. adapt.	10		
W1-140	2" comp x M.I.P. adapt.	10		
W1-145	2" C.C. x comp. corp stop	40		
W1-150	2" comp. M.F. curb stop	40		
W1-155	2" brass 90 bend	5		
W1-160	2" gate valve	30		
W1-165	2" ball valve w/ handle	30		
W1-170	1" x ¾" U-branch w/out curb stop	100		
W1-240	2" brass close nipple	65		
W1-245	1 ½" close nipple	15		
W1-250	1" brass close nipple	10		
W1-255	¾" brass close nipple	20		
W1-260	2" brass plug	10		
W1-275	¾" brass plug	10		
W1-280	2" x 12" brass nipple	5		
W1-285	1 ½" x 12" brass nipple	5		
W1-305	1 ½" gate valve	30		
	2" brass spring loaded check valve	10		

Total Section I _____

Percent Discount on Items Not Listed in this Section: _____ %

SECTION II: SADDLES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W2-010	2" x 1" saddle	5		
W2-025	2 ½" x 1" saddle	5		
W2-035	3" x 1" saddle	5		
W2-050	4" x 1" saddle	5		
W2-060	4" x 1 ½" saddle	5		
W2-065	4" x 2" saddle	5		
W2-070	6" x ¾" saddle	5		
W2-075	6" x 1" saddle	20		
W2-080	6" x 1 ½" saddle	5		
W2-085	6" X 2" saddle	20		
W2-095	8" x 1" saddle	40		
W2-100	8" x 1 ½" saddle	10		
W2-105	8" x 2" saddle	20		
W2-110	10" x 1" saddle	5		
W2-115	10" x 2" saddle	5		
W2-125	12" x 1" saddle	15		
W2-130	12" x 1 ½" saddle	5		
W2-135	12" x 2" saddle	20		
W2-145	16" x 1" saddle	6		
	16" x 1 ½" saddle	2		
W2-140	16" x 2" saddle	5		
W2-150	20" x 1" saddle	2		
W2-204	20" x 1 ½" saddle	2		
W2-155	20" x 2" saddle	6		
W2-200	24" x 1" saddle	2		
W2-201	24" x 1 ½" saddle	2		
W2-202	24" x 2" saddle	6		
	30" x 1" saddle	2		
	30" x 1 ½" saddle	2		
	30" x 2" saddle	6		

Total Section II _____

Percent Discount on Items Not Listed in this Section: _____

SECTION III: CLAMPS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W3-000	2" x 7 1/2" FCC	5		
W3-005	2" x 12 1/2" FCC	5		
W3-010	3" x 7 1/2" FCC	5		
W3-015	3" x 10" FCC	5		
W3-020	4" x 7 1/2" FCC	6		
W3-030	4" x 12 1/2" FCC	5		
W3-040	6" x 7 1/2" FCC	\$ 20		
W3-045	6" x 12 1/2" FCC	5		
W3-050	6" x 15" FCC	5		
W3-055	6" x 20" FCC	5		
W3-085	8" x 7 1/2" FCC	50		
W3-090	8" x 12 1/2" FCC	7		
W3-095	8" x 15" FCC	5		
W3-100	8" x 20" FCC	5		
W3-130	10" x 7 1/2" FCC	5		
W3-136	10" x 12" FCC	5		
W3-140	12" x 7 1/2" FCC	15		
W3-145	12" x 12 1/2" FCC	5		
	16" x 12" FCC	2		
	20" x 12" FCC	2		
	24" x 12" FCC	2		
	30" x 12" FCC	2		
W3-175	2" Hymax Coupling	5		
W3-190	3" Hymax Coupling	5		
W3-200	4" Hymax Coupling	5		
W3-210	6" Hymax Coupling	10		
W3-220	8" Hymax Coupling	15		
W3-230	10" Hymax Coupling	5		
W3-240	12" Hymax Coupling - oversize	15		
W3-250	6" Friction Clamp	10		
W3-260	8" Friction Clamp	10		
W3-265	10" Friction Clamp	5		
W3-270	12" Friction Clamp -	10		
W3-275	3/4" Friction Clamp Lgs	20		
W3-280	5/8" All Thread Rod (ft.)	80		
W3-285	3/4" All Thread Rod (ft.)	80		
W3-290	6" Bell Joint Clamp	5		
W3-295	8" Bell Joint Clamp	5		
W3-300	12" M.J. Sleeve	5		
W3-310	12" x 15" FCC	5		
W3-315	12" x 20" FCC	5		

Total Section III _____

Percent Discount on Items Not Listed in this Section: _____

SECTION IV: TUBING

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W4-000	¾" Polybutylene Tubing (ft.) (EndoPure or approved equal)	300		
W4-005	1" Polybutylene Tubing (ft.) (EndoPure or approved equal)	10500		
W4-010	1 ½" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-015	2" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-020	2" SDR 26 - class 160	60		
W4-025	3" SDR 26 - class 160	40		
W4-030	4" SDR 26 - class 160	40		
W4-035	6" SDR 26 - class 160 (Ft.)	40		
W4-040	8" SDR 26 - class 160	60		
W4-041	10" SDR 26 - class 160	40		
W4-045	12" SDR 26 - class 160	80		
W4-050	4" C-900 Pipe	40		
W4-055	6" C-900 Pipe	60		
W4-060	8" C-900 Pipe	80		
W4-065	12" C-900 Pipe	60		
W4-115	12" AC Collar	5		
W4-140	12" Class 150 Fluid Tite Gasket	5		
W4-145	12" Transition Gasket	20		
W4-150	Potable Pipe/Gasket Lube (QT)	10		

Total Section IV _____

Percent Discount on Items Not Listed in this Section: _____

SECTION V: VALVES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W5-000	2" Main Line Valve MJ	3		
W5-005	4" Main Line Valve MJ	3		
W5-010	6" Main Line Valve MJ	6		
W5-015	8" Main Line Valve MJ	6		
W5-020	12" Main Line Valve MJ	8		
W5-025	Type A Valve Box	50		
W5-030	Type A Valve Box Lid	30		
W5-035	ADJ. Valve Box Upper Half	15		
W5-040	ADJ. Valve Box Lower Half	15		
W5-045	ADJ. Valve Box Lid	30		
W5-050	6" MJ 45 Degree Bend	5		
W5-055	6" MJ 90 Degree Bend	5		
W5-060	8" MJ 45 Degree Bend	5		
W5-065	8" MJ 90 Degree Bend	5		
	12" MJ 90 Degree Bend	4		
W5-070	4" MJ Gland Pack	5		
W5-075	6" MJ Gland Pack	5		
W5-080	8" MJ Gland Pack	5		
W5-085	12" MJ Gland Pack	5		
W9-000	C.I. Manhole Ring	17		
W9-005	C.I. Manhole Lid	10		
W9-010	Concrete Throat Ring	25		
W9-020	Concrete Sewer Clean-out Box	5		
W9-025	5 Gal Octocrete	1		
W9-030	5 Gal Octoplug	1		
W9-006	C.I. Bolt on MH Ring and Lid	5		

Total Section V _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VI: PVC FITTINGS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W7-000	4" PVC SW Coupling D.W.V.	5		
W7-005	4" PVC SW 45 Degree D.W.V.	5		
W7-010	4" PVC SW 22 ½ Degree D.W.V.	5		
W7-015	4" x 6" PVC SW Bushing D.W.V.	5		
W7-020	4" PVC Slip Coupling D.W.V.	10		
W7-025	4" PVC Clean-Out Adapt. & Plug D.W.V.	5		
W7-030	4" PVC SW Plug D.W.V.	15		
W7-035	4" x 4" SW Tee D.W.V.	5		
W7-040	4" x 4" SW Wye D.W.V.	5		
W7-045	6" PVC SW Coupling D.W.V.	5		
W7-050	6" PVC SW 45 Degree Bend D.W.V.	5		
W7-055	6" PVC SW 22 ½ Bend D.W.V.	5		
W7-060	6" PVC Slip Coupling D.W.V.	5		
W7-065	6" PVC C.O. Adapt D.W.V.	5		
W7-070	6" x 4" PVC SW Wye D.W.V.	5		
W7-075	6" x 4" PVC SW Double Wye D.W.V.	5		
W7-080	6" PVC Tee D.W.V.	5		
W7-085	8" PVC Coup D.W.V.	5		
W7-090	8" PVC 22 ½ Degree Bend D.W.V.	5		
W7-095	6" x 4" PVC Saddle	5		
W7-100	8" x 4" PVC Saddle	5		
W7-105	8" x 6" PVC Saddle	5		
W7-110	10" x 6" PVC Saddle	5		
W7-115	12" x 6" PVC Saddle	5		
W7-120	4" Fernco	40		
W7-130	6" Fernco	30		
W7-140	8" Fernco	5		
W7-150	10" Fernco	5		
W7-160	12" Fernco	5		

Total Section VI _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VII: METER BOXES, WASHERS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W8-020	¾" meter washer	800		
W8-030	1" meter washer	800		
W8-040	1 ½" rubber meter washer	100		
W8-045	2" rubber meter washer	300		
W8-050	1 ½" meter flange	20		
W8-055	2" meter flange	60		
5015 2403	Jumbo plastic meter box	100		
5015 2404	Jumbo plastic meter box lid	130		
5015 2405	Single concrete meter box	5		
5015 2406	Single concrete meter box lid	10		
5015 2407	Double concrete meter box	5		
5015 2408	Double concrete meter box lid	10		
5015 2409	Jumbo Concrete meter box	5		
5015 2410	Jumbo Concrete meter box lid	5		
5015 2411	Plastic meter box – dual holes	250		
5015 2412	Plastic meter box lid (400 w/lip. 100 w/out lip)	400		

Total Section VII _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VIII MISCELLANEOUS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
	Leak Testing Dye Kit	2		
	5/8" x 2 1/2" bolts	400		
	5/8" nuts	400		
	2 1/2" x 2" Hydrant Adapter	10		
	Barrel Locks for Meters	100		
	24" Inflow Protectors	40		
	36" Inflow Protectors	40		

Total Section VIII _____

Percent Discount on Items Not Listed in this Section: _____

EVALUATION FORM

	TOTAL
SECTION I - BRASS	
SECTION II – SADDLES	
SECTION III - CLAMPS	
SECTION IV - TUBING	
SECTION V – VALVES	
SECTION VI – PVC FITTINGS	
SECTION VII – METER BOXES, WASHERS	
SECTION VIII – MISCELLANEOUS	
GRAND TOTAL	

Method of delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Certification to meet delivery deadline requirements:

Item	Delivery Deadline	Meet Deadline
Stock Orders	5 working days	Yes / No
Special Orders	10 working days	Yes / No
Emergency Orders (vendor stocked parts)	4 hours	Yes / No

WAREHOUSE DATA

Square feet: _____ Number of individual items: _____

Total number of items in inventory: _____

Location (address, city, and state): _____

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this ITB.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

AGENTS NAME: _____

AGENTS TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: _____

BUSINESS STREET ADDRESS: _____

BUSINESS MAILING ADDRESS: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

COUNTY: _____ MINORITY OWNED: _____ #OF EMPLOYEES _____

CORPORATION: _____ PARTNERSHIP: _____ PROPRIETORSHIP: _____ L.L.C. _____ L.L.P. _____

YEAR EST _____ NO. OF YEARS IN BUSINESS _____ FEDERAL ID NO. _____

NATURE OF BUSINESS: _____

PRINCIPALS:

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

NAME: _____ TITLE: _____

BANK REFERENCE: _____

NAME OF BANK OFFICER: _____

ADDRESS / CITY / STATE / ZIP : _____

PHONE NO. _____

BIDDER CUSTOMER / CLIENT REFERENCES

Identify at least three projects of a similar size, scope and nature to the City of Sugar Land, which you have undertaken in the past three (3) years.

1. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

2. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

3. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

4. COMPANY NAME: _____

ADDRESS: _____

CITY / STATE / ZIP: _____

PHONE NO. _____

DESCRIPTION OF SERVICES: _____

NAME OF CONTACT: _____

EMAIL: _____

SAMPLE

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES
Over \$50K
(Rev. 1-4-16)**

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

By:

By:

Date:

Date:

Title:

Title:

Company:

APPROVED AS TO FORM:

II. General Information and Terms.

Contractor's Name and Address:

Description of Services: Purchase of Water Parts

Maximum Contract Amount: \$

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Renewal: This contract will renew automatically under the same terms and conditions for four (4) additional one-year terms, subject to the termination provisions in Section III C.

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

P. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing
- A-2. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. (Name of attachment) (date) (pages)

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY Date Received	
<div style="border: 1px solid black; padding: 2px;">1</div> Name of person who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;">2</div> <div style="display: flex; align-items: center;"> <input style="margin-right: 10px;" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. </div> <p style="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 style="border: 1px solid black; padding: 2px;">3</div> Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C & 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>A 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 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>C 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>D Describe each employment or business relationship with the local government officer named in this section.</p>		
<div style="border: 1px solid black; padding: 2px;">4</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> _____ Signature of person doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

Adopted 06/29/2007



CITY OF SUGAR LAND

CONTRACTOR INFORMATION

Name: _____

Address: _____

Principal Contact: _____

Tax ID Number: _____

Project Number: _____

Project Name: Purchase of Water Parts**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the city of Sugar Land, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under the laws of the State of Texas.

Signature/Authorized Certifying Official_____
Typed Name and Title_____
Prospective Contractor/Organization_____
Date Signed_____
State Contractor License No. (if any)

EXHIBIT B-2

Addendum #1 to City of Sugar Land ITB No. 2017-16, dated August 11, 2017

(See Attached)



CITY OF SUGAR LAND

**PURCHASING OFFICE
INVITATION TO BID 2017-16
PURCHASE OF WATER PARTS
ADDENDUM #1
FRIDAY, AUGUST 11, 2017**

1. Could you please clarify the size on the following items
W9-000
W9-005
These 2 items can be 23 1/2" or 32"
Answer: We would like them in both sizes. We do have both in our system

2. W4-115: What type of AC collar does the city use?
Answer: This will be removed as the City no longer uses this item.

3. W4-140: Can you give me more details about the fluid tite gasket? What kind of gasket is it? What kind of fitting does it connect to?
Answer: This will be removed as the City no longer uses this item.

4. W4-145: Does the transition gasket go on IPS/S40 sized pipe or SDR35/SDR26 sized pipe?
Answer: This is a transition gasket from 12" AC pipe to 12 C900 pipe used in megalugs.

5. W9-000: What size is the CI manhole ring? Usual sizes are 23-1/2" or 32".
Answer: Both sizes of manhole rings and covers 24" & 32".

6. W9-010: Is the concrete throat ring a concrete riser ring? If so, is it 23-1/2" or 32"? We stock both sizes in 3" tall riser rings. Is a 3" tall riser sufficient?
Answer: Concrete rings will be for both sizes and 3" in height.

7. W9-006: What type of bolt on manhole ring and lid does the city use? Is it 23-1/2" or 32" and does it need to have the City of Sugar Land logo?

Answer: Both sizes and required to have Sugar Land Logo on it.

8. W8-050: Do the meter flanges include the kit with the bolts and gasket or just the meter flange? Do you want the flanges to be brass?

Answer: Both flanges 1 1/2" & 2" will be brass. Price single flange, not in pairs.

9. *Section VIII Miscellaneous: What kind of Leak Test Dye Kit do you use?*

Answer: The dye we use is a powder and comes in a 16 ounce package

10. *Section VIII Miscellaneous: Are the inflow protectors made from polyethylene or stainless steel?*

Answer: Inflow protectors are needed for both 24" & 32" and are made of polyethylene

11. Section II – Can you please provide OD range desired

Answer: Price should be the same for the saddles (average) for whatever type of pipe from C900 to AC Pipe. For example, and 8" x 1" saddle should be the same price whether it goes on C900, Steel, or AC pipe.

12. Section III – (FCC) can you please provide OD Range desired

Answer: Price should be the same for the Clamps (average) for whatever type of pipe from C900 to AC Pipe. For example, and 8" x 7 1/2" clamp should be the same price whether it goes on C900, Steel, or AC pipe

13. Section IV – Item (W4-115) what product are you looking

Answer: This item has been removed.

14. Section V – Items (W5-035 & W5-040) what are the Heights desired

Answer: W5-035 - ADJ. Valve Box Upper Half is 10"

W5-040 - ADJ. Valve Box Lower Half is 15"

15. Section VIII – (24" Inflow Protectors) Are you wanting TURE 24" or 23 1/2"

Answer: Price 2 different inflow protectors. They should be able to fit both 24" & 32" manholes.

PRICING FORM - UPDATED

***Quantities indicated are for comparison purposes only. *The list is intended to represent a cross-section of Water Parts the City of Sugar Land may require. Please include price discount/mark-ups for other items not specifically referenced.**

SECTION I: BRASS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W1-000	1" X ¾" brass bushing	220		
W1-010	¾" F.I.P. x F.I.P. curb stop	100		
W1-015	¾" F.I.P. x meter nut	240		
W1-020	¾" C.C. X comp. corp stop	5		
W1-045	¾" brass comp. x F.I.P. adapt.	25		
W1-050	¾" meter spud	900		
W1-060	1" meter spud	440		
W1-065	1" comp. coupling	120		
W1-075	1" F.I.P. x comp. curb stop	280		
W1-080	1" C.C. x comp. corp stop	100		
W1-090	1" comp x M.I.P. adapt.	125		
W1-105	1 ½" comp. x M.I.P. adapt.	7		
W1-110	1 ½" comp. x F.I.P. adapt.	25		
W1-115	1 ½" comp. coupling	10		
W1-120	1 ½" C.C. x comp. corp stop	20		
W1-125	1 ½" comp. x M.F. curb stop	20		
W1-130	2" brass comp. coupling	10		
W1-135	2" comp x F.I.P. adapt.	10		
W1-140	2" comp x M.I.P. adapt.	10		
W1-145	2" C.C. x comp. corp stop	40		
W1-150	2" comp. M.F. curb stop	40		
W1-155	2" brass 90 bend	5		
W1-160	2" gate valve	30		
W1-165	2" ball valve w/ handle	30		
W1-170	1" x ¾" U-branch w/out curb stop	100		
W1-240	2" brass close nipple	65		
W1-245	1 ½" close nipple	15		
W1-250	1" brass close nipple	10		
W1-255	¾" brass close nipple	20		
W1-260	2" brass plug	10		
W1-275	¾" brass plug	10		
W1-280	2" x 12" brass nipple	5		
W1-285	1 ½" x 12" brass nipple	5		
W1-305	1 ½" gate valve	30		
	2" brass spring loaded check valve	10		

Total Section I _____

Percent Discount on Items Not Listed in this Section: _____ %

SECTION II: SADDLES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W2-010	2" x 1" saddle	5		
W2-025	2 ½" x 1" saddle	5		
W2-035	3" x 1" saddle	5		
W2-050	4" x 1" saddle	5		
W2-060	4" x 1 ½" saddle	5		
W2-065	4" x 2" saddle	5		
W2-070	6" x ¾" saddle	5		
W2-075	6" x 1" saddle	20		
W2-080	6" x 1 ½" saddle	5		
W2-085	6" x 2" saddle	20		
W2-095	8" x 1" saddle	40		
W2-100	8" x 1 ½" saddle	10		
W2-105	8" x 2" saddle	20		
W2-110	10" x 1" saddle	5		
W2-115	10" x 2" saddle	5		
W2-125	12" x 1" saddle	15		
W2-130	12" x 1 ½" saddle	5		
W2-135	12" x 2" saddle	20		
W2-145	16" x 1" saddle	6		
	16" x 1 ½" saddle	2		
W2-140	16" x 2" saddle	5		
W2-150	20" x 1" saddle	2		
W2-204	20" x 1 ½" saddle	2		
W2-155	20" x 2" saddle	6		
W2-200	24" x 1" saddle	2		
W2-201	24" x 1 ½" saddle	2		
W2-202	24" x 2" saddle	6		
	30" x 1" saddle	2		
	30" x 1 ½" saddle	2		
	30" x 2" saddle	6		

Total Section II _____

Percent Discount on Items Not Listed in this Section: _____

SECTION III: CLAMPS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W3-000	2" x 7 1/2" FCC	5		
W3-005	2" x 12 1/2" FCC	5		
W3-010	3" x 7 1/2" FCC	5		
W3-015	3" x 10" FCC	5		
W3-020	4" x 7 1/2" FCC	6		
W3-030	4" x 12 1/2" FCC	5		
W3-040	6" x 7 1/2" FCC	\$ 20		
W3-045	6" x 12 1/2" FCC	5		
W3-050	6" x 15" FCC	5		
W3-055	6" x 20" FCC	5		
W3-085	8" x 7 1/2" FCC	50		
W3-090	8" x 12 1/2" FCC	7		
W3-095	8" x 15" FCC	5		
W3-100	8" x 20" FCC	5		
W3-130	10" x 7 1/2" FCC	5		
W3-136	10" x 12" FCC	5		
W3-140	12" x 7 1/2" FCC	15		
W3-145	12" x 12 1/2" FCC	5		
	16" x 12" FCC	2		
	20" x 12" FCC	2		
	24" x 12" FCC	2		
	30" x 12" FCC	2		
W3-175	2" Hymax Coupling	5		
W3-190	3" Hymax Coupling	5		
W3-200	4" Hymax Coupling	5		
W3-210	6" Hymax Coupling	10		
W3-220	8" Hymax Coupling	15		
W3-230	10" Hymax Coupling	5		
W3-240	12" Hymax Coupling - oversize	15		
W3-250	6" Friction Clamp	10		
W3-260	8" Friction Clamp	10		
W3-265	10" Friction Clamp	5		
W3-270	12" Friction Clamp -	10		
W3-275	3/4" Friction Clamp Lgs	20		
W3-280	5/8" All Thread Rod (ft.)	80		
W3-285	3/4" All Thread Rod (ft.)	80		
W3-290	6" Bell Joint Clamp	5		
W3-295	8" Bell Joint Clamp	5		
W3-300	12" M.J. Sleeve	5		
W3-310	12" x 15" FCC	5		
W3-315	12" x 20" FCC	5		

Total Section III _____

Percent Discount on Items Not Listed in this Section: _____

SECTION IV: TUBING

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W4-000	¾" Polybutylene Tubing (ft.) (EndoPure or approved equal)	300		
W4-005	1" Polybutylene Tubing (ft.) (EndoPure or approved equal)	10500		
W4-010	1 ½" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-015	2" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-020	2" SDR 26 - class 160	60		
W4-025	3" SDR 26 - class 160	40		
W4-030	4" SDR 26 – class 160	40		
W4-035	6" SDR 26 – class 160 (Ft.)	40		
W4-040	8" SDR 26 – class 160	60		
W4-041	10" SDR 26 – class 160	40		
W4-045	12" SDR 26 – class 160	80		
W4-050	4" C-900 Pipe	40		
W4-055	6" C-900 Pipe	60		
W4-060	8" C-900 Pipe	80		
W4-065	12" C-900 Pipe	60		
W4-145	12" Transition Gasket	20		
W4-150	Potable Pipe/Gasket Lube (QT)	10		

Total Section IV _____

Percent Discount on Items Not Listed in this Section: _____

SECTION V: VALVES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W5-000	2" Main Line Valve MJ	3		
W5-005	4" Main Line Valve MJ	3		
W5-010	6" Main Line Valve MJ	6		
W5-015	8" Main Line Valve MJ	6		
W5-020	12" Main Line Valve MJ	8		
W5-025	Type A Valve Box	50		
W5-030	Type A Valve Box Lid	30		
W5-035	ADJ. Valve Box Upper Half	15		
W5-040	ADJ. Valve Box Lower Half	15		
W5-045	ADJ. Valve Box Lid	30		
W5-050	6" MJ 45 Degree Bend	5		
W5-055	6" MJ 90 Degree Bend	5		
W5-060	8" MJ 45 Degree Bend	5		
W5-065	8" MJ 90 Degree Bend	5		
	12" MJ 90 Degree Bend	4		
W5-070	4" MJ Gland Pack	5		
W5-075	6" MJ Gland Pack	5		
W5-080	8" MJ Gland Pack	5		
W5-085	12" MJ Gland Pack	5		
W9-000	C.I. Manhole Ring - 23 ½"	17		
W9-000	C.I. Manhole Ring - 32"	17		
W9-005	C.I. Manhole Lid	10		
W9-010	Concrete Throat Ring	25		
W9-020	Concrete Sewer Clean-out Box	5		
W9-025	5 Gal Octocrete	1		
W9-030	5 Gal Octoplug	1		
W9-006	C.I. Bolt on MH Ring and Lid	5		

Total Section V _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VI: PVC FITTINGS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W7-000	4" PVC SW Coupling D.W.V.	5		
W7-005	4" PVC SW 45 Degree D.W.V.	5		
W7-010	4" PVC SW 22 ½ Degree D.W.V.	5		
W7-015	4" x 6" PVC SW Bushing D.W.V.	5		
W7-020	4" PVC Slip Coupling D.W.V.	10		
W7-025	4" PVC Clean-Out Adapt. & Plug D.W.V.	5		
W7-030	4" PVC SW Plug D.W.V.	15		
W7-035	4" x 4" SW Tee D.W.V.	5		
W7-040	4" x 4" SW Wye D.W.V.	5		
W7-045	6" PVC SW Coupling D.W.V.	5		
W7-050	6" PVC SW 45 Degree Bend D.W.V.	5		
W7-055	6" PVC SW 22 ½ Bend D.W.V.	5		
W7-060	6" PVC Slip Coupling D.W.V.	5		
W7-065	6" PVC C.O. Adapt D.W.V.	5		
W7-070	6" x 4" PVC SW Wye D.W.V.	5		
W7-075	6" x 4" PVC SW Double Wye D.W.V.	5		
W7-080	6" PVC Tee D.W.V.	5		
W7-085	8" PVC Coup D.W.V.	5		
W7-090	8" PVC 22 ½ Degree Bend D.W.V.	5		
W7-095	6" x 4" PVC Saddle	5		
W7-100	8" x 4" PVC Saddle	5		
W7-105	8" x 6" PVC Saddle	5		
W7-110	10" x 6" PVC Saddle	5		
W7-115	12" x 6" PVC Saddle	5		
W7-120	4" Fernco	40		
W7-130	6" Fernco	30		
W7-140	8" Fernco	5		
W7-150	10" Fernco	5		
W7-160	12" Fernco	5		

Total Section VI _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VII: METER BOXES, WASHERS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W8-020	¾" meter washer	800		
W8-030	1" meter washer	800		
W8-040	1 ½" rubber meter washer	100		
W8-045	2" rubber meter washer	300		
W8-050	1 ½" meter flange	20		
W8-055	2" meter flange	60		
5015 2403	Jumbo plastic meter box	100		
5015 2404	Jumbo plastic meter box lid	130		
5015 2405	Single concrete meter box	5		
5015 2406	Single concrete meter box lid	10		
5015 2407	Double concrete meter box	5		
5015 2408	Double concrete meter box lid	10		
5015 2409	Jumbo Concrete meter box	5		
5015 2410	Jumbo Concrete meter box lid	5		
5015 2411	Plastic meter box – dual holes	250		
5015 2412	Plastic meter box lid (400 w/lip. 100 w/out lip)	400		

Total Section VII _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VIII MISCELLANEOUS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
	Leak Testing Dye Kit	2		
	5/8" x 2 1/2" bolts	400		
	5/8" nuts	400		
	2 1/2" x 2" Hydrant Adapter	10		
	Barrel Locks for Meters	100		
	24" Inflow Protectors – 24"	40		
	24" Inflow Protectors – 32"	40		
	36" Inflow Protectors	40		

Total Section VIII _____

Percent Discount on Items Not Listed in this Section: _____

EVALUATION FORM

	TOTAL
SECTION I - BRASS	
SECTION II – SADDLES	
SECTION III - CLAMPS	
SECTION IV - TUBING	
SECTION V – VALVES	
SECTION VI – PVC FITTINGS	
SECTION VII – METER BOXES, WASHERS	
SECTION VIII – MISCELLANEOUS	
GRAND TOTAL	

Method of delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Certification to meet delivery deadline requirements:

Item	Delivery Deadline	Meet Deadline
Stock Orders	5 working days	Yes / No
Special Orders	10 working days	Yes / No
Emergency Orders (vendor stocked parts)	4 hours	Yes / No

WAREHOUSE DATA

Square feet: _____ Number of individual items: _____

Total number of items in inventory: _____

Location (address, city, and state): _____

****This Addendum must be acknowledged on the form found in the bid packet****

EXHIBIT B-3

Addendum #2 to City of Sugar Land ITB No. 2017-16, dated August 11, 2017

(See Attached)



CITY OF SUGAR LAND

**PURCHASING OFFICE
INVITATION TO BID 2017-16
PURCHASE OF WATER PARTS
ADDENDUM #2
FRIDAY, AUGUST 11, 2017**

1. W9-005
**Has been corrected to include both sizes.
Updated Pricing Form Attached**

**PRICING FORM – UPDATED
ADDENDUM #2**

***Quantities indicated are for comparison purposes only. *The list is intended to represent a cross-section of Water Parts the City of Sugar Land may require. Please include price discount/mark-ups for other items not specifically referenced.**

SECTION I: BRASS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W1-000	1" X ¾" brass bushing	220		
W1-010	¾" F.I.P. x F.I.P. curb stop	100		
W1-015	¾" F.I.P. x meter nut	240		
W1-020	¾" C.C. X comp. corp stop	5		
W1-045	¾" brass comp. x F.I.P. adapt.	25		
W1-050	¾" meter spud	900		
W1-060	1" meter spud	440		
W1-065	1" comp. coupling	120		
W1-075	1" F.I.P. x comp. curb stop	280		
W1-080	1" C.C. x comp. corp stop	100		
W1-090	1" comp x M.I.P. adapt.	125		
W1-105	1 ½" comp. x M.I.P. adapt.	7		
W1-110	1 ½" comp. x F.I.P. adapt.	25		
W1-115	1 ½" comp. coupling	10		
W1-120	1 ½" C.C. x comp. corp stop	20		
W1-125	1 ½" comp. x M.F. curb stop	20		
W1-130	2" brass comp. coupling	10		
W1-135	2" comp x F.I.P. adapt.	10		
W1-140	2" comp x M.I.P. adapt.	10		
W1-145	2" C.C. x comp. corp stop	40		
W1-150	2" comp. M.F. curb stop	40		
W1-155	2" brass 90 bend	5		
W1-160	2" gate valve	30		
W1-165	2" ball valve w/ handle	30		
W1-170	1" x ¾" U-branch w/out curb stop	100		
W1-240	2" brass close nipple	65		
W1-245	1 ½" close nipple	15		
W1-250	1" brass close nipple	10		
W1-255	¾" brass close nipple	20		
W1-260	2" brass plug	10		
W1-275	¾" brass plug	10		
W1-280	2" x 12" brass nipple	5		
W1-285	1 ½" x 12" brass nipple	5		
W1-305	1 ½" gate valve	30		
	2" brass spring loaded check valve	10		

Total Section I _____

Percent Discount on Items Not Listed in this Section: _____ %

SECTION II: SADDLES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W2-010	2" x 1" saddle	5		
W2-025	2 ½" x 1" saddle	5		
W2-035	3" x 1" saddle	5		
W2-050	4" x 1" saddle	5		
W2-060	4" x 1 ½" saddle	5		
W2-065	4" x 2" saddle	5		
W2-070	6" x ¾" saddle	5		
W2-075	6" x 1" saddle	20		
W2-080	6" x 1 ½" saddle	5		
W2-085	6" x 2" saddle	20		
W2-095	8" x 1" saddle	40		
W2-100	8" x 1 ½" saddle	10		
W2-105	8" x 2" saddle	20		
W2-110	10" x 1" saddle	5		
W2-115	10" x 2" saddle	5		
W2-125	12" x 1" saddle	15		
W2-130	12" x 1 ½" saddle	5		
W2-135	12" x 2" saddle	20		
W2-145	16" x 1" saddle	6		
	16" x 1 ½" saddle	2		
W2-140	16" x 2" saddle	5		
W2-150	20" x 1" saddle	2		
W2-204	20" x 1 ½" saddle	2		
W2-155	20" x 2" saddle	6		
W2-200	24" x 1" saddle	2		
W2-201	24" x 1 ½" saddle	2		
W2-202	24" x 2" saddle	6		
	30" x 1" saddle	2		
	30" x 1 ½" saddle	2		
	30" x 2" saddle	6		

Total Section II _____

Percent Discount on Items Not Listed in this Section: _____

SECTION III: CLAMPS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W3-000	2" x 7 1/2" FCC	5		
W3-005	2" x 12 1/2" FCC	5		
W3-010	3" x 7 1/2" FCC	5		
W3-015	3" x 10" FCC	5		
W3-020	4" x 7 1/2" FCC	6		
W3-030	4" x 12 1/2" FCC	5		
W3-040	6" x 7 1/2" FCC	5 20		
W3-045	6" x 12 1/2" FCC	5		
W3-050	6" x 15" FCC	5		
W3-055	6" x 20" FCC	5		
W3-085	8" x 7 1/2" FCC	50		
W3-090	8" x 12 1/2" FCC	7		
W3-095	8" x 15" FCC	5		
W3-100	8" x 20" FCC	5		
W3-130	10" x 7 1/2" FCC	5		
W3-136	10" x 12" FCC	5		
W3-140	12" x 7 1/2" FCC	15		
W3-145	12" x 12 1/2" FCC	5		
	16" x 12" FCC	2		
	20" x 12" FCC	2		
	24" x 12" FCC	2		
	30" x 12" FCC	2		
W3-175	2" Hymax Coupling	5		
W3-190	3" Hymax Coupling	5		
W3-200	4" Hymax Coupling	5		
W3-210	6" Hymax Coupling	10		
W3-220	8" Hymax Coupling	15		
W3-230	10" Hymax Coupling	5		
W3-240	12" Hymax Coupling - oversize	15		
W3-250	6" Friction Clamp	10		
W3-260	8" Friction Clamp	10		
W3-265	10" Friction Clamp	5		
W3-270	12" Friction Clamp -	10		
W3-275	3/4" Friction Clamp Lgs	20		
W3-280	5/8" All Thread Rod (ft.)	80		
W3-285	3/4" All Thread Rod (ft.)	80		
W3-290	6" Bell Joint Clamp	5		
W3-295	8" Bell Joint Clamp	5		
W3-300	12" M.J. Sleeve	5		
W3-310	12" x 15" FCC	5		
W3-315	12" x 20" FCC	5		

Total Section III _____

Percent Discount on Items Not Listed in this Section: _____

SECTION IV: TUBING

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W4-000	¾" Polybutylene Tubing (ft.) (EndoPure or approved equal)	300		
W4-005	1" Polybutylene Tubing (ft.) (EndoPure or approved equal)	10500		
W4-010	1 ½" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-015	2" Polybutylene Tubing (ft.) (EndoPure or approved equal)	1100		
W4-020	2" SDR 26 - class 160	60		
W4-025	3" SDR 26 - class 160	40		
W4-030	4" SDR 26 – class 160	40		
W4-035	6" SDR 26 – class 160 (Ft.)	40		
W4-040	8" SDR 26 – class 160	60		
W4-041	10" SDR 26 – class 160	40		
W4-045	12" SDR 26 – class 160	80		
W4-050	4" C-900 Pipe	40		
W4-055	6" C-900 Pipe	60		
W4-060	8" C-900 Pipe	80		
W4-065	12" C-900 Pipe	60		
W4-145	12" Transition Gasket	20		
W4-150	Potable Pipe/Gasket Lube (QT)	10		

Total Section IV _____

Percent Discount on Items Not Listed in this Section: _____

SECTION V: VALVES

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W5-000	2" Main Line Valve MJ	3		
W5-005	4" Main Line Valve MJ	3		
W5-010	6" Main Line Valve MJ	6		
W5-015	8" Main Line Valve MJ	6		
W5-020	12" Main Line Valve MJ	8		
W5-025	Type A Valve Box	50		
W5-030	Type A Valve Box Lid	30		
W5-035	ADJ. Valve Box Upper Half	15		
W5-040	ADJ. Valve Box Lower Half	15		
W5-045	ADJ. Valve Box Lid	30		
W5-050	6" MJ 45 Degree Bend	5		
W5-055	6" MJ 90 Degree Bend	5		
W5-060	8" MJ 45 Degree Bend	5		
W5-065	8" MJ 90 Degree Bend	5		
	12" MJ 90 Degree Bend	4		
W5-070	4" MJ Gland Pack	5		
W5-075	6" MJ Gland Pack	5		
W5-080	8" MJ Gland Pack	5		
W5-085	12" MJ Gland Pack	5		
W9-000	C.I. Manhole Ring - 23 ½"	17		
W9-000	C.I. Manhole Ring - 32"	17		
W9-005	C.I. Manhole Lid - 23 ½"	10		
W9-005	C.I. Manhole Lid - 32"	10		
W9-010	Concrete Throat Ring	25		
W9-020	Concrete Sewer Clean-out Box	5		
W9-025	5 Gal Octocrete	1		
W9-030	5 Gal Octoplug	1		
W9-006	C.I. Bolt on MH Ring and Lid	5		

Total Section V _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VI: PVC FITTINGS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W7-000	4" PVC SW Coupling D.W.V.	5		
W7-005	4" PVC SW 45 Degree D.W.V	5		
W7-010	4" PVC SW 22 ½ Degree D.W.V.	5		
W7-015	4" x 6" PVC SW Bushing D.W.V.	5		
W7-020	4" PVC Slip Coupling D.W.V.	10		
W7-025	4" PVC Clean-Out Adapt. & Plug D.W.V.	5		
W7-030	4" PVC SW Plug D.W.V.	15		
W7-035	4" x 4" SW Tee D.W.V.	5		
W7-040	4" x 4" SW Wye D.W.V.	5		
W7-045	6" PVC SW Coupling D.W.V.	5		
W7-050	6" PVC SW 45 Degree Bend D.W.V.	5		
W7-055	6" PVC SW 22 ½ Bend D.W.V.	5		
W7-060	6" PVC Slip Coupling D.W.V.	5		
W7-065	6" PVC C.O. Adapt D.W.V.	5		
W7-070	6" x 4" PVC SW Wye D.W.V.	5		
W7-075	6" x 4" PVC SW Double Wye D.W.V.	5		
W7-080	6" PVC Tee D.W.V.	5		
W7-085	8" PVC Coup D.W.V.	5		
W7-090	8" PVC 22 ½ Degree Bend D.W.V.	5		
W7-095	6" x 4" PVC Saddle	5		
W7-100	8" x 4" PVC Saddle	5		
W7-105	8" x 6" PVC Saddle	5		
W7-110	10" x 6" PVC Saddle	5		
W7-115	12" x 6" PVC Saddle	5		
W7-120	4" Fernco	40		
W7-130	6" Fernco	30		
W7-140	8" Fernco	5		
W7-150	10" Fernco	5		
W7-160	12" Fernco	5		

Total Section VI _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VII: METER BOXES, WASHERS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
W8-020	¾" meter washer	800		
W8-030	1" meter washer	800		
W8-040	1 ½" rubber meter washer	100		
W8-045	2" rubber meter washer	300		
W8-050	1 ½" meter flange	20		
W8-055	2" meter flange	60		
5015 2403	Jumbo plastic meter box	100		
5015 2404	Jumbo plastic meter box lid	130		
5015 2405	Single concrete meter box	5		
5015 2406	Single concrete meter box lid	10		
5015 2407	Double concrete meter box	5		
5015 2408	Double concrete meter box lid	10		
5015 2409	Jumbo Concrete meter box	5		
5015 2410	Jumbo Concrete meter box lid	5		
5015 2411	Plastic meter box – dual holes	250		
5015 2412	Plastic meter box lid (400 w/lip. 100 w/out lip)	400		

Total Section VII _____

Percent Discount on Items Not Listed in this Section: _____

SECTION VIII MISCELLANEOUS

REF #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
	Leak Testing Dye Kit	2		
	5/8" x 2 1/2" bolts	400		
	5/8" nuts	400		
	2 1/2" x 2" Hydrant Adapter	10		
	Barrel Locks for Meters	100		
	24" Inflow Protectors – 24"	40		
	24" Inflow Protectors – 32"	40		
	36" Inflow Protectors	40		

Total Section VIII _____

Percent Discount on Items Not Listed in this Section: _____

EVALUATION FORM

	TOTAL
SECTION I - BRASS	
SECTION II – SADDLES	
SECTION III - CLAMPS	
SECTION IV - TUBING	
SECTION V – VALVES	
SECTION VI – PVC FITTINGS	
SECTION VII – METER BOXES, WASHERS	
SECTION VIII – MISCELLANEOUS	
GRAND TOTAL	

Method of delivery: Common Carrier Private Company Carrier
(Please circle one choice or describe alternative method)

Certification to meet delivery deadline requirements:

Item	Delivery Deadline	Meet Deadline
Stock Orders	5 working days	Yes / No
Special Orders	10 working days	Yes / No
Emergency Orders (vendor stocked parts)	4 hours	Yes / No

WAREHOUSE DATA

Square feet: _____ Number of individual items: _____

Total number of items in inventory: _____

Location (address, city, and state): _____

****This Addendum must be acknowledged on the form found in the bid packet****