



City of Waco, Texas

Request for Bid RFB No. 2023-004 Water and Sewer Repair Materials

Issue Date: Tuesday, January 17th, 2023

Closing Date & Time: Thursday, February 16th, 2023 at 2:00 p.m.

Opening Date & Time: Thursday, February 16th, 2023, at 2:01 p.m.

RFB Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
(Via Zoom Video Conferencing) see page 2

For Information Contact: Victor Venegas, Purchasing Services, 254-750-8098

Pre-submittal Meeting Location: (No Pre-Bid Required)

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com



ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	
DATE:	
TIME: CENTRAL	
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITONAL INFORMATION:	No Pre-Bid Required

BID/ PROPOSAL OPENING	
BID NUMBER:	RFB 2023-004
DATE:	02/16/23
TIME: CENTRAL	2:01 PM
QUICK LINK:	https://wacotx.zoomgov.com/j/1618320067?pwd=YnhaMFkxa1BBb1UvZTYwZzBiNEZUQT09
MEETING ID:	1618320067
DIAL IN NUMBER:	1-848-220-3300
PASS CODE:	314272
ADDITONAL INFORMATION:	

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City of Waco, Texas

RFB No. 2023-004

For Water and Sewer Repair Materials

REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: victorv@wacotx.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ Fax: _____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco.

Notices and addenda are posted on the City's website and can be accessed at: <http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com

I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFB: No Pre-Bid Required:	<u>Tuesday, January 17th, 2023</u>
Deadline for questions in 5:00 p.m. Bids due by 2:00 p.m. Evaluation of submission & establish ranking:	<u>Friday, February 3rd, 2023</u> <u>Thursday, February 16th, 2023</u> <u>Thursday, February 16th, 2023 to Friday, February 24th, 2023</u>

Tentatively, the final selection decision will be made and submitters will be notified of award by **Friday, February 24th, 2023**. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Victor Venegas, Purchasing Agent who can be reached at:

Email: victorv@wacotx.gov Telephone: (254) 750-8098 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

Via U.S. Mail: City of Waco Purchasing Services Attn: Victor Venegas, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	Via Delivery Services/Personal Delivery : City of Waco Purchasing Services Attn: Victor Venegas, Purchasing Agent 1415 North 4 th Street Waco, Texas 76707 NOTE: US Mail does NOT deliver to street address
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Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <http://www.waco-texas.com/purchasing-rules.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request For Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) “Solicitation” means an RFB issued by the City Waco seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.

IV. REQUESTED SERVICES/PRODUCTS

A. Scope of Services / Specifications

The City of Waco is requesting bids for the deliveries of those materials used by the City of Waco Water and Sewer Utilities for the installation of new, and the maintenance of, water and sewer lines.

- (1) Detailed specifications are attached as Appendices.
- (2) A digital version of this document can be obtained from the City of Waco website at <http://www.waco-texas.com/bids.asp>.

B. Terms, Conditions, and Requirements

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

C. Duration of Service

The proposed contract will be for a term of (3) years with an option of two (2) twelve-month extensions if approved by City Council.

C. Reservations by City: The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse vendors for any costs incurred during the preparation or submittal of responses to this solicitation.

- (1) Furthermore, the City expressly reserves the right to:
 - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
 - (b) Extend the solicitation closing time and date;
 - (c) Reissue this solicitation in a different form or context;
 - (d) Procure any item by other allowable means;
 - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the solicitation; and/or
 - (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
 - (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES

A. Requirements

- (1) Qualified vendors should submit one (1) original and (1) copies of the Pricing Forms for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.

(2) Pricing Forms and Submission/Bid Security

(a) Pricing Forms.

1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.

B. Completeness of Submission

- (1) Vendors are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFB or declare that there are no exceptions taken to the RFB.

C. Bid Response Date and Location

Bids must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on Thursday, February 16th, 2023.

Interested parties may submit their bids **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services
Attn: Victor Venegas, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

Interested parties may also submit their bids through **U.S. Mail** delivered to:

City of Waco Purchasing Services
Attn: Victor Venegas, Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of the bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

All submittals shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

“RFB 2023-004, Water and Sewer Repair Materials”

Bid Opening: 2:00 p.m. (Central Time) on Thursday, February 16th, 2023.

Vendors accept all risk of late delivery bids regardless of instance or fault. A bid received after the submission deadline will not be considered and will be returned unopened to the submitter. Vendors accept all risks of delivery.

The City will **NOT** accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

D. Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the

submission is being withdrawn. If a submission is withdrawn before the submission deadline stated herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on the cover page and in the Schedule for the Solicitation. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E. Submission Validity Period

A submission responding to this RFB signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

F. Vendor's Cost to Develop Submission

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the vendor and shall not be reimbursed in any manner by the City.

G. References

The City reserves the right to request that a vendor provide references.

H. Method of Award and Evaluation of Factors

(1) For this solicitation, the City will award the contract to the:

Lowest responsible bidder

Bidder who provides goods or services at the best value for the City.

(2) Lowest Responsible Bidder:

(a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.

(b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

(3) Best Value:

(a) In determining best value for the City, the City may consider:

1. the purchase price;

2. the reputation of the bidder and of the bidder's goods or services;
 3. the quality of the bidder's goods or services;
 4. the extent to which the goods or services meet the municipality's needs;
 5. the bidder's past relationship with the municipality;
 6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 7. the total long-term cost to the municipality to acquire the bidder's good or services; and
- (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

I. Contract Award and Execution

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

APPENDIX A

Services/Products Bid Forms

- (1) Pricing Form(s)

**CITY OF WACO
OFFICIAL BID SHEET
BID INVITATION NO: 2023-004**

WATER AND SEWER REPAIR MATERIALS

DATE: _____

BIDDER: _____

AUTHORIZED
SIGNATURE: _____

- I Refer to "instructions To Bidders" before completing Bid Sheet.
 - II a. Price: quote your best price, F.O.B. Destination, on each item.
 - III In submitting this bid, I certify:
 - a. Items bid are in exact accordance with specifications, unless noted in bid.
 - b. That prices in this bid have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition.
-

PRICING MUST BE ENTERED ON THE BID SHEET IN INK OR TYPEWRITTEN.

PRICING INFORMATION		
Item	Description	Cost
---	<u>IMPORTANT NOTE</u> Any and all exceptions to the specifications should be duly noted and attached to your proposal.	---

CITY OF WACO

Water and Sewer Repair Materials

Item No.	Description	Qty.	UM
67006-001	Thread Sealer with Teflon.	1	EA
67006-003	2" Ram Neck Joint Sealer	1	CS
28524-002	1" Straight Coupling, CTS	1	EA
28524-004	2" Straight Coupling, CTS	1	EA
28524-005	1x3/4" Straight Coupling, CTS	1	EA
65933-001	Coupling 4" Hymax w/Grip Restraint	1	EA
65933-002	Coupling 6" Hymax w/Grip Restraint	1	EA
65933-003	Coupling 8" Hymax w/Grip Restraint	1	EA
65933-004	Coupling 10" Hymax w/Grip Restraint	1	EA
65933-005	Coupling 12" Hymax	1	EA
65933-006	Coupling 16" Hymax	1	EA
65933-007	Coupling 20" Hymax	1	EA
65933-008	Coupling 24" Hymax	1	EA
	HIGH TEMPERATURE NICKEL ANTI-SEIZE LUBRICANT	1	EA
	52 in. x 200 ft. Poly Wrap for Ductile Iron Pipe	1	EA
	2 in. x 100 ft. x 20 mil PVC Pipe Wrap Tape	1	EA
65933-009	Coupling 4" Hymax Oversized Short Body w/Grip Restraint	1	EA
65933-010	Coupling 6" Hymax Oversized Long Body w/Grip Restraint	1	EA
65933-011	Coupling 6" Hymax Oversized Short Body w/Grip Restraint	1	EA
65933-012	Coupling 8" Hymax Oversized Short Body w/Grip Restraint	1	EA
65933-013	Coupling 10" Hymax Oversized Short Body w/Grip Restraint	1	EA
65933-014	Coupling 12" Hymax Long Body w/Grip Restraint	1	EA
65933-015	Coupling 16" Hymax Short Body w/Grip Restraint	1	EA
65933-016	Coupling 16" Hymax Long Body w/Grip Restraint	1	EA
65933-017	Coupling 24" Hymax Long Body w/Grip Restraint	1	EA
28524-091	1" Straight Coupling, male	1	EA
28524-093	2" Straight Coupling, male	1	EA
28524-095	1" Straight Coupling, female	1	EA
28524-097	2" Straight Coupling, female	1	EA

28524-099	1" Ell Coupling, male, 90 deg.	1	EA
28524-101	2" Ell Coupling, male, 90 deg.	1	EA
28524-103	1" Ell Coupling, female, 90 deg.	1	EA
28524-105	2" Ell Coupling, female, 90 deg.	1	EA
28524-107	1" Ell Coupling, CTS, 90 deg.	1	EA
28524-109	2" Ell Coupling, CTS, 90 deg.	1	EA
28524-110	1" Ballcorp Corp. Stop, CC taper thread	1	EA
28524-112	2" Ballcorp Corp. Stop, CC taper thread	1	EA
21045-001	1017 Lid only	1	EA
21045-002	1017 Complete, Plastic box with plastic cover, cast iron reader lid, Brooks 1017	1	EA
21045-003	36 HT Lid only	1	EA
21045-004	37 HT Lid only	1	EA
21045-005	37 Complete, Concrete Box w/cast iron cover and hinged reader lid, Brooks No. 37 HT.	1	EA
21045-007	38 Complete, Concrete Box w/cast iron	1	EA
21045-009	65 Complete, Concrete box w/steel cover,	1	EA
65955-002	4" Full Circle, 15" single band	1	EA
65955-003	6" Full Circle, 10" single band	1	EA
65955-004	6" Full Circle, 15" single band	1	EA
65955-005	6" Full Circle, 30" single band	1	EA
65955-006	8" Full Circle, 10" single band	1	EA
65955-007	8" Full Circle, 15" single band	1	EA
65955-008	10" Full Circle, 10" single band	1	EA
65955-009	10" Full Circle, 15" single band	1	EA
65955-010	12" Full Circle, 10" single band	1	EA
65955-011	12" full circle, 15" single band	1	EA
65955-012	16" Full Circle, two band, 15" width	1	EA
65955-035	16" Bell Joint Leak Clamp	1	EA
65955-036	20" Bell Joint Leak Clamp	1	EA
65955-037	24" Bell Joint Leak Clamp	1	EA
65955-014	2" X 10" Full Circle Repair Clamp	1	EA

65955-015	20" X 15" Full Circle Repair Clamp	1	EA
65955-016	24" X 15" Full Circle Repair Clamp	1	EA
65955-017	6" X 20" Full Circle Repair Clamp	1	EA
65955-018	8" X 20" Full Circle Repair Clamp	1	EA
65955-019	8" X 30" Full Circle Repair Clamp	1	EA
65955-020	16" X 30" Full Circle Repair Clamp	1	EA
28524-031	1" x CL Brass Nipple	1	EA
28524-032	1" x 2" Brass Nipple	1	EA
28524-033	1" x 3" Brass Nipple	1	EA
28524-034	1" x 4" Brass Nipple	1	EA
28524-035	1" x 5" Brass Nipple	1	EA
28524-036	1" x 6" Brass Nipple	1	EA
28524-037	1" x 8" Brass Nipple	1	EA
28524-043	2" x CL Brass Nipple	1	EA
28524-044	2" x 3" Brass Nipple	1	EA
28524-045	2" x 4" Brass Nipple	1	EA
28524-046	2" x 5" Brass Nipple	1	EA
28524-047	2" x 6" Brass Nipple	1	EA
28524-050	2" x 1 1/2" Brass Bushing	1	EA
28524-051	2" x 1" Brass Bushing	1	EA
28524-055	1" x 3/4" Brass Bushing	1	EA
28524-061	1" Brass Coupling	1	EA
28524-063	2" Brass Coupling	1	EA
28524-066	1" Brass 90 deg. Elbow	1	EA
28524-068	2" Brass 90 deg. Elbow	1	EA
28524-071	1" Brass Tee	1	EA
28524-073	2" Brass Tee	1	EA
28524-057	2" x 1" Brass CC Bushing	1	EA
65973-012	2" x 1" Saddle, 1" CC Tap	1	EA
65973-013	4" x 1" Saddle, 1" CC Tap	1	EA

65973-014	4" x 2" Saddle, 2" CC Tap	1	EA
65973-016	6" x 1" Saddle, 1" CC Tap	1	EA
65973-017	6" x 2" Saddle, 2" CC Tap	1	EA
65973-019	8" x 1" Saddle, 1" CC Tap	1	EA
65973-020	8" x 2" Saddle, 2" CC Tap	1	EA
65973-021	10" x 2" Saddle, 2" CC Tap	1	EA
65973-022	12" x 2" Saddle, 2" CC Tap	1	EA
65973-023	16" x 2" Saddle, dbl. bale iron, 2" Tap	1	EA
65973-025	20" x 1" Saddle, dbl. bale iron, 1" Tap	1	EA
65973-026	20" x 2" Saddle, dbl. bale iron, 2" Tap	1	EA
65973-028	24" x 2" Saddle, dbl. bale iron, 2" Tap	1	EA
67075-001	4" Gate Valve, resilient wedge	1	EA
67075-002	6" Gate Valve, resilient wedge, MJ X MJ	1	EA
67075-003	8" Gate Valve, resilient wedge, MJ X MJ	1	EA
67075-004	10" Gate Valve, resilient wedge, MJ X MJ	1	EA
67075-005	12" Gate Valve, resilient wedge, MJ X MJ	1	EA
67075-006	16" Gate Valve, resilient wedge, MJ X MJ	1	EA
67075-017	16" Gate Valve, resilient wedge, Beveled Gear	1	EA
67075-018	20" Gate Valve, resilient wedge, Beveled Gear	1	EA
67075-019	24" Gate Valve, resilient wedge, Beveled Gear	1	EA
67075-020	6" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-021	8" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-022	10" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-023	12" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-024	16" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-025	20" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-026	24" Gate Valve, Resilient Wedge, Flange X Flange	1	EA
67075-007	4" Gate Valve, resilient wedge, tap	1	EA
67075-008	6" Gate Valve, resilient wedge, tap	1	EA
67075-009	8" Gate Valve, resilient wedge, tap	1	EA

28524-075	3/4" x 1-5/8" Straight Meter Coupling	1	EA
28524-076	3/4" x 2" Straight Meter Coupling	1	EA
28524-077	3/4" x 2-1/2" Straight Meter Coupling	1	EA
28524-078	3/4" x 3" Straight Meter Coupling	1	EA
28524-079	1" x 2" Straight Meter Coupling	1	EA
28524-080	1" x 2-5/8" Straight Meter Coupling	1	EA
28524-081	1" x 3-1/2" Straight Meter Coupling	1	EA
28524-084	3/4" x 7" Meter Brass Riser	1	EA
28524-085	3/4" x 12" Meter Brass Riser	1	EA
67069-005	3/4" Curb Stop	1	EA
67069-006	1" Curb Stop	1	EA
67069-007	1-1/2" Curb Stop	1	EA
67069-008	2" Curb Stop	1	EA
28524-086	2" Bronze Meter Flange	1	EA
28524-082	Meter Adapter,(pr) 1" to 1-1/2" flanged meter size	1	EA
89040-001	Box, Sewer Shorty (Marked Sewer)	1	EA
89040-010	Box, Short, Tyler No. 461-S	1	EA
89040-011	Box, Tall, Tyler No. 562-S	1	EA
40033-017	4" DIP Bend, 45 deg.	1	EA
40033-018	6" DIP Bend, 45 deg.	1	EA
40033-019	8" DIP Bend, 45 deg.	1	EA
40033-020	12" DIP Bend, 45 deg.	1	EA
40033-028	6" DIP Bend. 11 deg.	1	EA
40033-029	6" DIP Bend. 22 deg.	1	EA
40033-030	8" DIP Bend. 11 deg.	1	EA
40033-031	8" DIP Bend. 22 deg.	1	EA
40033-032	10" DIP Bend. 11 deg.	1	EA
40033-033	10" DIP Bend. 22 deg.	1	EA
40033-034	10" DIP Bend, 45 deg.	1	EA
40033-035	12" DIP Bend. 11 deg.	1	EA

40033-036	12" DIP Bend, 22 deg.	1	EA
65973-030	4" x 7 1/2" DI Solid Sleeve, MJ x MJ	1	EA
65973-031	6" x 7 1/2" DI Solid Sleeve, MJ x MJ	1	EA
65973-032	8" x 7 1/2" DI Solid Sleeve, MJ x MJ	1	EA
65973-033	10" x 12" DI Solid Sleeve, MJ x MJ	1	EA
65973-034	12" x 12" DI Solid Sleeve, MJ x MJ	1	EA
65973-035	16" x 12" DI Solid Sleeve, MJ x MJ	1	EA
65973-036	4" x 12" DI Solid Sleeve, MJ x MJ	1	EA
65973-037	6" x 12" DI Solid Sleeve, MJ x MJ	1	EA
67059-001	4" DI MJ Plug, AWWA C-153	1	EA
67059-002	6" DI MJ Plug, AWWA C-153	1	EA
67059-003	8" DI MJ Plug, AWWA C-153	1	EA
67059-004	4" DI MJ Cap, AWWA C-153	1	EA
67059-005	6" DI MJ Cap, AWWA C-153	1	EA
40033-007	4" DI Tee, AWWA C-153	1	EA
40033-008	6" DI Tee, AWWA C-153	1	EA
40033-009	6" x 4" DI Tee, AWWA C-153	1	EA
40033-010	8" DI Tee, AWWA C-153	1	EA
40033-011	8" x 6" DI Tee, AWWA C-153	1	EA
40033-012	8" x 4" DI Tee, AWWA C-153	1	EA
40033-016	8" x 6" DI Reducer, MJ AWWA C-153	1	EA
67050-001	4" Mega Lug Kits for D.I.	1	EA
67050-002	6" Mega Lug Kits for D.I.	1	EA
67050-003	8" Mega Lug Kits for D.I.	1	EA
67050-004	10" Mega Lug Kits for D.I.	1	EA
67050-005	12" Mega Lug Kits for D.I.	1	EA
67050-006	16" Mega Lug Kits for D.I.	1	EA
67050-007	20" Mega Lug Kits for D.I.	1	EA
67050-008	24" Mega Lug Kits for D.I.	1	EA
67050-009	30" Mega Lug Kits for D.I.	1	EA

67050-010	6" Mega Lug Kits PVC	1	EA
67050-011	8" Mega Lug Kits PVC	1	EA
67050-012	4" Mega Lug Kits PVC	1	EA
67050-013	10" Mega Lug Kits PVC	1	EA
34060-001	Fire Hydrant, 6 ft. bury, traffic model	1	EA
34060-002	Fire Hydrant, 2 ft. bury, traffic model	1	EA
34060-003	Fire Hydrant, 3 ft. bury, traffic model	1	EA
34060-004	Fire Hydrant, 3 ½" bury, traffic model	1	EA
34060-005	Fire Hydrant, 4 ft. bury, traffic model	1	EA
34060-006	Hydrant Traffic Repair Kit, Amer. Darl. B62B	1	EA
34060-007	Hydrant Traffic Repair Kit, Amer. Darl. B84B	1	EA
34060-008	Hydrant Traffic Repair Kit, Kennedy K81A	1	EA
34060-009	Hydrant Traffic Repair Kit, Kennedy K10	1	EA
34060-010	Hydrant Traffic Repair Kit, Clow 2500	1	EA
34060-011	Hydrant Traffic Repair Kit, Clow Medallion	1	EA
34060-012	Hydrant Traffic Repair Kit, US Pipe Metro	1	EA
34060-013	Hydrant Traffic Repair Kit, M&H 929 (5 1/4")	1	EA
34060-014	Hydrant Traffic Repair Kit, Dresser 300(5 1/4")	1	EA
34060-015	Hydrant Traffic Repair Kit, Clow Challenger	1	EA
34060-017	Fire Hydrant, 5 ft. bury, traffic model	1	EA
34060-018	6" Extension for B84B	1	EA
34060-019	1' Extension for B84B	1	EA
34060-020	6" Extension for Clow	1	EA
34060-021	12" Extension for Clow	1	EA
34060-022	6" X 6" Grade Lock	1	EA
34060-023	6" X 12" Grade Lock	1	EA
34060-025	6" X 6" Grade Lock MJ x Swivel	1	EA
34060-026	6" X 12" Grade Lock MJ X Swivel	1	EA
65860-002	4" Tee, DWV, SEH 40, ASTA D-2665, LASCO D448-080	1	EA
65860-003	4" Clean out, female adapter, HXFIPT, LASCO D101-040	1	EA

65860-004	4" Plug, MPT Plug, P1154	1	EA
65860-005	4" Coupling, HXH, D100-040	1	EA
65860-006	4" 1/8 Bend, HXSP, D323-040 (Genova #72740 only)	1	EA
65860-007	4" 1/16 Bend, HXH, D324-040	1	EA
65860-008	4" Hub, adapter (Stan-Roberts), H1213	1	EA
65860-013	6" Wye in Line, fit SDR ASTM D3034, Plastic Trends H306	1	EA
65860-014	6" x 4" Wye in Line, to fit SDR ASTM D3034, Plastic Trends H306-4	1	EA
65860-017	8" x 4" Wye in Line, to fit SDR ASTM D3034, Plastic Trends H308-4	1	EA
65860-018	10" x 4" Wye in Line, to fit SDR ASTM D3034, Plastic Trends H3010-4	1	EA
65860-019	12" x 4" Wye in Line, to fit SDR ASTM D3034, Plastic Trends H3012-4	1	EA
65860-020	4" Back Water Valve, fit 4" DWV	1	EA
14530-001	PVC Blue Glue, wet/dry, brush in cap, quart	1	EA
14530-002	PVC Purple Cleaner, brush in cap, quart	1	EA
89030-001	Manhole R & C, Pick Type 24"	1	EA
89030-002	Manhole Cover, Pick Type 24"	1	EA
89030-003	Manhole R & C, Pick Type 32"	1	EA
89030-004	Manhole R & C, Pick type 24" Composite	1	EA
89030-005	Manhole R & C, Pick type 32" Composite	1	EA
67052-014	Maxadapter Coupling 4" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 4.13-5.56"	1	EA
67052-015	Maxadapter Coupling 6" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 6.27-7.75"	1	EA
67052-016	Maxadapter Coupling 8" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 8.40-10.15"	1	EA
67052-017	Maxadapter Coupling 10" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 10.50-12.6"	1	EA
67052-018	Maxadapter Coupling 12" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 12.50-15.0"	1	EA
67052-019	Maxadapter Coupling 16" Clay, PVC, Cast Iron, Plastic, Ductile Iron, Abestos 16.34.19.10"	1	EA
28524-022	Poly Pipe 1" x 100' Roll (SDR - 9 Blue)	1	RL
65856-015	Poly Insert 1" Stainless Steel (Box Count 100)	1	BX
65856-009	Poly Insert 2" Stainless Steel (Box Count 100)	1	BX
28524-023	Poly Pipe 2" x 100' Roll (SDR - 9 Blue)	1	RL

APPENDIX B

Contract Requirements

- (1) City of Waco General Terms and Conditions
- (2) Additional Terms and Conditions for Products & Commodities
- (3) Sales Tax Information
- (4) House Bill 89 Energy Form
- (5) House Bill 89 Gun Form
- (6) House Bill 89 Israel Form
- (7) House Bill 1295 Information Sheet
- (8) Protest Procedure

APPENDIX B.(1)

General Waco Terms and Conditions

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the

claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.
- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
 2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

APPENDIX B.(2)

Additional Terms and Conditions for Commodities and Products

- (a) **Recycled Products:** Bidders are encouraged to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the specifications.
- (b) **Prices Quoted:** Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping locations in Waco, Texas, unless otherwise specified in the RFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned. Bids must be firm, unless a bidder believes it necessary to base its price on price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB. Pricing must be entered on the bid sheet in ink or typewritten.
- (c) **Price Discrepancy.** In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension.
- (d) **Delivery Terms and Transportation Charges:** F.O.B. destination Waco, Texas, unless delivery terms, and costs, are specified in the Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.
- (e) **Title & Risk of Loss; Delivery & Transportation Charges:** The title and risk of loss of the goods shall not pass to City until City actually receives and takes possession of the goods at the point or points of delivery. Delivery shall be **F.O.B. destination Waco, Texas**, unless delivery terms, and costs, are specified in Vendor's bid. City shall have the right to designate what method of transportation shall be used to ship the goods.
- (f) **Shipment Under Reservation Prohibited:** Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- (g) **Vendor Responsible For Packaging Goods:** The vendor will package goods in accordance with good commercial practice. Vendor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Each shipping container shall be clearly and permanently marked as follows:
1. Vendor's name and address;

2. The City of Waco, applicable department, address and purchase order or purchase release number and the supply agreement number (if applicable);
 3. Container number and total number of containers, e.g., box 1 of 4 boxes; and
 4. The number of the container bearing the packing slip.
- (h) **Right of Inspection:** City shall have the right to inspect the goods at delivery before accepting them.
- (i) **No Replacement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to the method and place of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and Vendor will not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Vendor may reasonably notify City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- (j) **Special Tools & Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Vendor as such.
- (k) **Warranty-Price:** The price to be paid by the City shall be that contained in Vendor's bid which Vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, reduced to the Vendor's current prices on orders by others, or in the alternative, City may cancel this contract without liability to Vendor for breach or Vendor's actual expense.
- (l) **Warranty for Product:** The Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this contract voidable at the option of the City.
- (m) **Safety Warranty:** Vendor warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Vendor's expense. In the event Vendor fails to make the appropriate correction within a reasonable time, correction made by City will be at Vendor's expense.
- (n) **Invoicing & Payments:** Vendor shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A

copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to Fiscal Services Department, P.O. Box 2570, Waco, TX. 76702-2570. Payment shall not be due until the above instruments are submitted after delivery.

- (o) **Force Majeure:** In the event performance by Vendor of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Vendor shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

Vendor shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Vendor and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.

- (p) **Cancellation:** City shall have the right to cancel for default all or any part of the undelivered portion of the contract if Vendor breaches any of the terms hereof including warranties of Vendor. Such right of cancellation is in addition to and not in lieu of any other remedies that City may have in law or equity.
- (q) **Termination:** City may terminate the contract for convenience for any reason. Termination of work hereunder shall be effected by the delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Vendor shall be paid for completed work/deliveries that satisfy all of the requirements of contract documents. Such right of termination is in addition to and not in lieu of the rights of City set forth elsewhere in the contract documents.
- (r) **Sustained Damages:** In the event the City terminates the awarded contract for breach or any other reason, the Vendor shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Vendor or otherwise, and the City may withhold any payments to the Vendor for the purpose of an offset until such time as the amount of damages due the City from the Vendor can be determined.

(s) **Modifications and/or Alternate Submission**

1. Definitions:

- i. Modifications. A Modification shall mean a limited change to the specifications or part(s) of the solicitation. Example: an item is specified in the color blue; however, blue is not available but gray or white can be supplied. The basic

function of the item is unchanged by accepting a different color and as such will be considered as a Modification.

- ii. Alternate Submission. An Alternate Submission shall mean a major or complete change to a Specification or provisions of the solicitation that substitute for the item or terms as specified. Example: A 3\4 ton 2 wheel drive vehicle is specified, but a submission is made suggesting that a one-ton 4x4 vehicle will be an equal. Such a large variance from the original specification will be considered an Alternate Submission.
2. The purpose of this solicitation is for the City of Waco to purchase equipment and/or services as specified and controlled by this solicitation. Any Modifications and/or Alternate submissions to the specifications stated in this solicitation must be in writing, attached to, and submitted with the submission documents. Absence of noted Modifications and/or Alternate submission will be interpreted to mean that the item/service quoted is in exact accordance with all of the solicitation provisions.
 3. If a Modification to a specification or term is submitted, the submitter should clearly state that and identify the specification or term that the submitter seeks to modify. Failure to clearly state the Modification shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.
 4. If a submitter makes an Alternate submission to the solicitation, the submitter should be very clear in stating whether the intent is to comply with the City's specification if the Alternate submission is not accepted. In the Alternate submission, the submitter shall clearly state the difference between the Alternate submission and the City's specification or terms. Failure to clearly state the difference in the Alternate submission shall be interpreted to mean the item/service quoted is in exact accordance with all solicitation provisions.
 5. A submitter which is NOT making a submission based on the exact specified equipment, or services, is required to furnish with the submission a complete detailed description and specifications of each item upon which being submitted, supported by the manufacturer's catalog, photographs, guarantee, complete name, and/or any other pertinent information.
 6. An Alternate submission item must reflect the general appearance, design, dimensions, or color of the item specified, and must be of equivalent materials, function, quality, construction, performance and suitability of the item(s) specified within the solicitation documents.
 7. Approval of an Alternate submission item and/or service remains with the City and the City's decision in all cases is final.
 8. A submission that has been opened may not be changed for the purpose of correcting an error in the price nor to submit Modifications and/or Alternate submission.
 9. Samples of specified items or Alternate submission items, if required, shall be furnished free of expense to the City, and if not used or destroyed in examination and testing, will be returned to the submitter, if requested, at the submitter's expense. High value or high cost items will not be required for submittal and/or testing. However, information will be required that will allow the City to perform an adequate evaluation of a proposed product. This may include supplying references (names, phone numbers, etc.) of current owners of

the Alternate submission items. Each sample submitted must be marked with submitter's name and address and solicitation reference number.

TEXAS SALES TAX EXEMPTION INFORMATION

This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, _____ State, _____ ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
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**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, _____ State, _____ ZIP _____ code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
--	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- Contractor is a sole proprietor; or
- Contractor has less than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for goods or services
- (3) to be used by the City of Waco

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website. The City will retain the original of the notarized form.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Procedure to Protest Award Recommendation

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
 - 1. Name, mailing address, and business phone number of the protesting party;
 - 2. Identification of the RFB being protested;
 - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
 - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

APPENDIX C

Forms to Complete and Return

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ form)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Litigation Disclosure
- (6) Minority/Women Owned Business
- (7) Certification Regarding Debarment
- (8) Non-collusion Affidavit
- (9) Resident Certification
- (10) Texas Public Information Act



Submission of Bid/Proposal and Acknowledgment of Addenda

RFB No. 2023-004 issued by City of Waco, Texas

The entity identified below hereby submits its response to the above identified RFB/P. The entity affirms that it has examined and is familiar with all of the documents related to RFB/P.

DECLARATION OF INTENT

I attest that the bid submitted is: (check one box below)

- 1. to the exact Specifications and the Terms and Conditions of the bid documents.
 - 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City’s consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Date : _____

Proposal of (entity name) _____

Signature of Person Authorized to Sign Submission: _____

Signor's Name and Title (print or type): _____

PLEASE SIGN AND RETURN WITH BID



Business Entity Identification

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: _____
 Doing Business As (assumed name): _____
 Main Contact Person: _____
 Registered Office Address: _____
 Mailing Address: _____
 Business Phone #: _____ Fax #: _____
 Email Address: _____
 DUNS Number: _____

Check the appropriate box to designate the type of business entity & complete the information below.

Is entity: Sole Proprietorship Corporation Professional Corporation
 General Partnership Limited Partnership Limited Liability Partnership
 Limited Liability Company Professional Limited Liability Company
 Other _____

Date Business Started: _____ State Where Started: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company No Yes – where traded: _____

Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below.

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address (if different from above)	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}* _____ of
{business entity} _____, certify that the attached
document authorizes *[name of person]* _____ to execute
contracts and other documents on behalf of said business entity and said document has not been
revoked, altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 20_____

(Signature)

Print Name

Attach document to this form

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____

_____ that
(Name of Corporation)

_____ is hereby authorized to execute a contract
(Name)

with the City of Waco to complete/construct _____

(Name of Project, Project No.)

_____, Secretary, is authorized to attest the
signature binding the corporation.

Corporate Name

(Corporate Seal)

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution
(Secretary of Corporation)

was adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20_.

(Signature of Secretary)

(Print Name of Secretary)

(Email Address)

If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

**AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY,
CORPORATION, OR PARTNERSHIP**

Name of Business Entity: _____

Which is Corporation Professional Corporation
 General Partnership Limited Partnership Limited Liability Partnership

 Limited Liability Company Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: _____

Title: _____

I declare under penalty of perjury that the above is true and correct.

Signature

Print Name

Print Title

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____,
A.D., 20____.

(seal)

Notary Public

My Commission Expires:



INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and file CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Waco.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Waco?

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: _____

Is the above entity: **(Check one)**

- A corporation A partnership A sole proprietorship or an individual
 Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

- NO -- there is no such relationship between Entity/Business/Person and the City of Waco.
 YES, a person who is a/an owner, principal, or manager of this entity/business/person

is: **(Check all applicable boxes below)**

- related to by blood or marriage* and/or a member of the same household as
and / or financially dependent upon** and/or financially supporting**
to a City of Waco City Council member, officer or employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manger of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manger of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

- NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).
 YES, a person is **(Check all applicable boxes)**

- (a) a current City of Waco City Council member, officer or employee ,
(b) and is an owner, a principal, or a manager of the entity/business/person listed in #1,
or an employee or an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____



CITY OF WACO

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.



**CITY OF WACO
Purchasing Services
Minority/Women Owned Business Certification**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

YES NO

If yes, check one of the blocks (indicate male or female):

Black M/F ; **Hispanic M/F** ; **Woman** ; **Asian M/F** ;

Native American M/F ; **Service Disabled Veteran of 20% or more M/F** .

HUB certified YES NO

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____



Completion of this Certification is required if federal funds will be used in the project

INSTRUCTIONS FOR CERTIFICATION REGARDING
Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Completion of this Certification is required if federal funds will be used in the project



Purchasing Department

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company

Name and Title of Authorized Representative

Signature

Date



NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF _____ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at 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 the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Title: _____

Company: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____ A.D., 20_____.

(Seal)

Notary Public Signature



RESIDENT CERTIFICATION

Texas Government Code - Chapter 2252 “Contracts With Governmental Entity” Subchapter A. Nonresident Proposers

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) “Government contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) “Governmental entity” means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) “Nonresident bidder” refers to a person who is not a resident.
- (4) “Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

As used on this form, the term “bidder” includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: _____

Yes, I am a Texas Resident Bidder _____ No, I am not a _____ Resident Bidder

PRINTED NAME: _____

SIGNATURE: _____

E-MAIL ADDRESS: _____



**Texas Public Information Act
Steps To Assert Information Confidential or Proprietary**

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

APPENDIX D

Specifications

Specifications

1. All potable water materials shall be in accordance with current American Water Works Association (AWWA) standards. In the absence of AWWA standards, City review may be based upon the standards of the American Society for Testing and Materials (ASTM), commercial and other recognized standards utilized by design engineers. All materials must meet the following general conditions as well as the attached specifications.
2. All pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
3. Pipes and pipe fittings that contain more than 8.0 percent lead or solders, and flux that contain more than 0.2 percent lead, are prohibited.
4. No modification of water quality by any of the materials will be permitted.
5. All main line fittings shall be mechanical joint fittings unless specified otherwise. Mechanical joint retainer gland accessory kits shall be EBAA series 1100, or pre-approved equivalent.
6. All brass pipe fittings may be manufactured domestically or non-domestically provided they meet specifications.

Ductile Iron Pipe:

1. All Ductile Iron Pipe shall be manufactured in accordance with AWWA Specifications AWWA C-151, latest revision, and shall be minimum eighteen (18) feet joints, thickness class 50 (minimum).

2. Ductile Iron Pipe and fittings shall be Bell and Spigot or Standardized Mechanical Joint Fittings and joints shall be in accordance with AWWA C-111-72 (ANSI A21.11-1972), latest revision.
3. All Ductile Iron Pipe and fittings shall be cement lined inside and coal tar coated outside.
4. Approval: All Ductile Iron Pipe and fittings shall be approved by the Underwriter's Laboratory, and shall be accepted "without penalty" by the State Fire Insurance Commission for use in water distribution systems.
5. Ductile Iron Pipe may be manufactured domestically or non-domestically.

Polyvinyl Chloride Pipe (PVC): - Water Service

1. PVC pipe shall conform to AWWA C-900 standard.
2. All PVC pipe used in water systems must bear the National Sanitation Foundation Seal of Approval and have an ASTM design pressure rating of at least 150 PSI and a Standard Dimension Ratio of at least 18 (Class 150 SDR-18)

Polyvinyl Chloride Pipe (PVC): - Sewer Service

1. For pipe sizes 4 through 15 inches in diameter, the pipe shall be Type PSM SDR-26 as specified in ASTM Designation D 3034 or ASTM Designation D 2241.

Curb Stops and Corporation Stops

1. All curb stops and corporation stops shall be made of Water Works bronze AWWA standards (ASTM B62-Index 115-85-5-5-5) and shall utilize a resiliently seated ball or cylinder. Both ports must be resiliently seated against the ball or cylinder. The operating head must be solidly locked into the body of the valve. The ball or cylinder must be Teflon coated to provide for non-binding operation.

Additional requirements for Curb Stops:

1. Both end connections shall have female iron pipe threads. The tee head shall have 360 degree operation and shall be equipped with padlock wings.

Approved Manufacturers for Curb Stops: Ford: B11, less stop; full port

Additional requirements for Corporation Stops:

1. The inlet connection shall have AWWA corporation threads.
2. The outlet shall have a copper compression coupling as specified and approved.

Approved Manufacturers for Corporation Stops: Ford: FB1000G

Gate Valves:

1. Gate valves, 12 inches and smaller, shall conform strictly to “AWWA Standard for Resilient-Seated Gate Valves, 3 inch through 48 inch NPS for Water and Sewer Systems”, AWWA C-515, latest revision, except for the changes and revisions outlined below:
2. Valves shall have non-rising stems.
3. Valves shall have mechanical joint end connections, except where noted otherwise.
4. Valves shall be installed in a vertical position.
5. Valves shall open to the left.
6. Valve stem seals shall be “O” rings.
7. Valves shall have 2 inch square wrench nuts.
8. Tapping Valves shall have lip for tapping machine.
9. The number of turns to fully open or close a valve shall be 3 times the diameter, plus 2. Example: 8 inch=26 turns.
10. All external nuts, bolts and washers shall be a minimum 304 stainless steel.
11. Valves shall be epoxy coated inside and outside, process of manufacturer shall be latest revision of AWWA C-550. Other processes must be submitted for approval.

Approved manufacturers/model numbers for 12-inch through 48-inch valves:

American Flow Control WFC 2500

Mueller A2631

Clow Models 2638, 2639, and 2640

Fire Hydrants

1. All fire hydrants shall meet or exceed AWWA C-502, latest revision, and shall comply with Factory Mutual Research Corporation and Underwriter's Laboratories UL 246 Standard. Rated working water pressure shall be 250 PSI. Test pressure shall be 500 PSI.
2. The main valve closure shall be of the compression-type, opening against the pressure and closing with the pressure. The main valve shall be of hard rubber, not of leather or fiber.
3. The main valve opening shall not be less than 5¼ inch, and be designed to permit the removal of all working parts, including the waste valve, from the top of the hydrant without disturbing the soil around the hydrant, and without disassembling the ground line joint or nozzle sections.
4. Each hydrant shall have two hose outlets; each outlet shall be 2½ inch National Standard and have a cap.
5. Each hydrant shall have one pumper outlet which shall have National Standard fire hose coupling screw threads, AWWA C-502-73, Appendix A, Table A.2. Nominal size of hose coupling, 4½ inches.
6. Hydrant nozzles shall consist of two hose nozzles and one pumper nozzle and shall be field replaceable without special tools. Caps must be furnished for nozzles. Threading of nozzles and shape of operating nut must be National Standard.
7. Hydrant bonnet assembly shall be provided with a lubrication reservoir that automatically circulates lubricant to all operating stem threads and bearing surfaces each time the hydrant is operated. Downward stem travel shall be limited by a travel stop located in the upper housing of the hydrant.

8. The operating nut shall be tapered, pentagon (five-sided) measuring ½ inch point to flat and 1 inch flat measurement (National Standard), and shall open by turning to the right (clockwise).
9. The hydrant shall be the traffic “breakaway” type with safety stem coupling and breakable flanges that permits full 360 degree rotation of the nozzle section. Hydrants will be provided with a minimum of one internal and two external automatic and positively operating non-corrodible drain valves so as to allow main pressure to flush the drain valves completely during the opening motion and drain the hydrant completely when the main valve is closed. Drain valves operating by gravity or springs are not acceptable. Outlets for drainage of the barrel shall be made of bronze or non-corrodible metal or bushed therewith completely from the valve to the outside.
10. Friction losses through the hydrant shall not exceed 2.5 PSI at 1000 gpm (through 4½ inch pumper connection) when flow tested in accordance with Section 5 of AWWA C-502-80, as evidenced by a certified friction loss graph from the manufacturer and applicable to the specific model to be finished. Flow testing shall be conducted by an independent testing laboratory on a production hydrant and pressure drops shall be established by that laboratory. All hydrants will be shop tested in accordance with AWWA C-502, latest revision.
11. All nuts, bolts and washers below ground shall be either cadmium plated, or stainless steel.
12. Fire hydrant leads shall be Ductile Iron Pipe.
13. All fittings shall be ductile iron pipe only.

Hydrants shall be painted according to the City of Waco Standards, as follows:

1. Top cap or bonnet, and outlet caps to be green. All other exterior parts of the hydrant shall be yellow.
2. Approved Models: Mueller Centurion, American Flow Control B84B (American Darling), East Jordan Iron Works – Water Master 5CD250

Tapping Sleeve:

1. Tapping sleeve shall be all stainless steel.
2. Tapping sleeve shall have a flange face gasket, branch sealing gasket, and complete circle gasket all permanently attached to the sleeve by the factory.
3. All welding shall be passivated so as to return the welded stainless steel to its original corrosion-resistant state.
4. There shall be no paper or plastic adhesive labels attached to the sleeve. Only stenciled information shall appear on the sleeve.
5. The tapping sleeve shall be rated for a minimum working pressure of 150 PSI.
6. Test plug is required.

Material Specifications:

1. The shell shall be 18-8 type 304 stainless steel.
2. The flange shall be 18-8 type stainless steel or ductile iron. Carbon steel flanges are not acceptable. The flange shall conform to AWWA C-207 Class D ANSI 150 drilling.
3. The armor plate shall be 18-8 type 304 stainless steel, bonded to the complete circle gasket.
4. The bolts and nuts shall be 18-8 type 304 stainless steel 5/8" NC threads. Either shall be coated to prevent galling or seizing.
5. The gaskets shall be of virgin Buna-N, or approved equal, compounded for water service.

Approved Manufacturers/Models: Ford FAST, Smith-Blair 663

Repair/Leak Clamps:

1. All repair/leak clamps (except 2 inch clamps) MUST BE STAINLESS STEEL construction with stainless steel bolts and nuts, with lugs either CAST OR WELDED FLAT STOCK STAINLESS STEEL.

Approved Models: Ford FS1, FS2, Smith-Blair 261, 262

Service Saddles:

1. All Service Saddles MUST BE DOUBLE STRAP design. They shall be fusion bonded nylon (12 mils). All nuts and bolts must be stainless steel.

Approved Models: Ford FC 202, Mueller H161 Double Strap, Smith –Blair 317

No Lead Potable Drinking Water Brass Requirements:

1. U.S. Federal Law (Senate Bill 3874/Public Law 111-380) was passed in 2011 mandating that all brass in contact with potable drinking water (wetted surfaces) contain no more than 0.25% lead. The new law is effective January 4, 2014.
2. The products produced with the new brass alloy shall meet NSF/ANSI Standard 61 and/or NSF/ANSI Standard 372 as applicable.
3. All brass curb stops, corporation stops, service line valves and fittings, and all other brass products that are in contact with potable drinking water shall contain no more than 0.25% lead.
4. The brass alloy used for all surfaces coming in contact with potable water shall meet the requirements of UNS/CDA no-lead ASTM C89833 as listed in ANSI/AWWA C800.
5. The City will give preference to those manufacturers/items that meet Senate Bill 3874/Public Law 111-380 effective January 2013.
6. All water works brass with compression couplings shall have gripper rings and coarse threads.

Approved Manufacturers: Ford, McDonald

For the Maxadaptor

All sizes should meet Hydrostatic Testing Requirements of ASTM C1173
Stainless Steel Tension Bands with Click Lock mechanism
Corrosion Resistant AISI 304 series stainless steel components
3 degree deflection on each side

Shipping and Delivery:

1. Price Quotes: Bidder is to quote its lowest and best price F.O.B. Destination on each item to shipping locations in Waco, Texas, unless otherwise specified in the RFB. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts, which may be taken if earned. Bids must be firm, unless a bidder believes it necessary to base its price on price adjustment, then such a bid may be considered but only as an alternate bid. Pricing is to be submitted on units of quantity specified.
2. Materials: The bidder certifies all materials, parts, and equipment supplied or represented in response to this RFB shall be new and unused unless noted elsewhere in this RFB.