



SOLICITATION NO. 2009-44-B

FLOW METER

DOCUMENTS ARE DUE PRIOR TO:

Feb 4, 2009 3:00:00 PM CST

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.rfpdepot.com

DOCUMENTS MAY BE DELIVERED TO:

CITY OF PLANO PURCHASING DIVISION

1520 AVENUE K

SUITE 370 THIRD FLOOR

PLANO, TX 75074

DOCUMENTS MAY BE MAILED TO:

CITY OF PLANO PURCHASING DIVISION

P.O. BOX 860358

PLANO, TX 75086-0358

Bids will be publicly opened and read in the office of the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. **Time Critical Bid/Proposal Deliveries:** The City of Plano can not guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.

Bid 2009-44-B FLOW METER

Bid Number	2009-44-B
Bid Title	FLOW METER
Bid Start Date	Jan 13, 2009 11:26:47 AM CST
Bid End Date	Feb 4, 2009 3:00:00 PM CST
Question & Answer End Date	Jan 27, 2009 12:00:00 PM CST
Bid Contact	Nancy Corwin Buyer Purchasing Division 972-941-7137 nancyc@plano.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	90 days
Bid Comments	A site visit may be scheduled by contacting Robbie Carpenter at 972-727-1623 between the hours of 7:00 a.m. to 5:30 p.m. (Monday through Thursday) All questions will be addressed through bidsync. Questions deadline is January 27, 2009 at 12:00PM

Item Response Form

Item	2009-44-B-1-01 - Ridgeview Pump Station First Flow Meter
Quantity	1 each
Unit Price	
Delivery Location	City of Plano <u>Ridgeview Pump Station</u> City of Plano 2501 Ridgeview Plano TX 75025 Qty 1
Description	Ultrasonic or Mag Censor Type – Probe Power Input – 120vac or 24vdc Flow Output – 4-20 madc LED Screen Showing Flow Data Programmable Unit Error Rate not to exceed 1 percent See Exhibit "A" for description of existing flow meters

Item	2009-44-B-1-02 - Ridgeview Pump Station Second Flow Meter
Quantity	1 each

Unit Price

Delivery Location

City of Plano
Ridgeview Pump Station
City of Plano
2501 Ridgeview
Plano TX 75025
Qty 1

Description

Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent
See Exhibit "A" for description of existing flow meters

Item 2009-44-B-1-03 - Custer Pump Station

Quantity 2 each

Unit Price

Delivery Location

City of Plano
Various Locations
Per Specifications
Various TX Various
Qty 2

Description

Flow Meters 2 Each
Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent
See Exhibit "A" for description of existing flow meters

Item 2009-44-B-1-04 - Stadium Pump Station

Quantity 2 each

Unit Price

Delivery Location

City of Plano
Various Locations
Per Specifications
Various TX Various
Qty 2

Description

Flow Meters 2 Each
Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent
See Exhibit "A" for description of existing flow meters

PUBLIC WORKS FLOW METER SPECIFICATION

I. Introduction and Scope of Services

The City of Plano is accepting competitive sealed bids for the removal, purchase of six (6) flow meters and installation for the Ridgeview Pump Station, Custer Road Pump Station, and Stadium Pump Station. The bid will be awarded to the lowest responsive, responsible bidder meeting specifications. The contract will be awarded as a one-time purchase and the intent is to remove and install all meters within a one-week period.

It is the intent of these specifications to describe the type of flow meter required to be removed and installed at water pumping stations. The existing meters that are removed will be delivered to a City location to be determined after award of bid. Contractor will supply all necessary materials, installation, and training.

II. Site Visit

A. Site Visit

A site visit may be scheduled by contacting Robbie Carpenter at 972-727-1623 between the hours of 7:00 a.m. to 5:30 p.m. (Monday through Thursday)

III. Specifications

A. Project Location of Flow Meters to be replaced.

1. Ridgeview Pump Station
2501 Ridgeview Drive
Plano, Texas 75025
2. Custer Road Pump Station
1901 W. 15th St
Plano, Texas 75075
3. Stadium Pump Station
6601 Alma Dr
Plano, Texas 75023

B. Specification of Flow Meters

1. Ridgeview Pump Station - See Exhibit "A" for description of existing flow meters

- a. First Flow Meter 1 Each
Ultrasonic or Mag
Censor Type – Probe
Power Input – 120vac or 24vdc
Flow Output – 4-20 madc
LED Screen Showing Flow Data
Programmable Unit
Error Rate not to exceed 1 percent
 - b. Second Flow Meter 1 Each
Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent
2. Custer Pump Station - See Exhibit “A” for description of existing flow meters
 - a. Flow Meters 2 Each
Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent
3. Stadium Pump Station – See Exhibit “A” for description of existing flow meters
 - a. Flow Meters 2 Each
Venture Type Flow Meters
To be Compatible with Venturi tube data and flow rates
Power Input 120 vac or 24 vdc
Flow Output 4-20 made
LED Screen Showing Flow Data
Programmable Unit
Error Rate not exceed 1 percent

IV. QUALIFICATIONS

Bidders submitting proposal certify to the Department that they are an authorized distributors of the flow meters and that they possess all necessary equipment, personnel and work experience to fulfill the terms of the Contract at the time of proposal submission.

V. DELIVERY/INSTALLATION REQUIREMENTS

Delivery requirements will start 30 days from award of bid. The installation will be staged according to the scheduled down time of each pump. The intent is to have the project completed by the summer of 2009. The installation of the flow meters will be scheduled with Robbie Carpenter at 972-727-1623.

VI. TRAINING

Training of employees shall include all programming and trouble shooting.

VII. WARRANTY

The supplier shall warranty all parts and labor under this contract for a period of one (1) year from the date of acceptance by the City. The supplier agrees to make good any defects that may develop during this one (1) year period without cost to the City.

Since it is critical that the pumps are running at all time, the warranty repair must be completed within 48 hours of notification of flow meter problem.

VIII. INSURANCE

The successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

IX. QUESTIONS DEADLINE

All questions will be addressed through www.BidSync.com. The question deadline is January 27, 2009 at 12:00PM. No questions will be answered via telephone.

Exhibit "A"
Description of Existing Flow Meters

Ridgeview Pump Station

875 System

(1) 42-inch pipe steel

4- 1 ½ taps with ball valves-not inline taps-two upstream and two downstream

Probe type sensors

Station flow 38.88 MGD

(2) Badger Meter INC

Pipe I.D. 29.25

Throat I.D. 17.4

Diff L. 326.08

Max Cap 50 MGD

Style BVT

Serial # 925842

Station flow 1 to 35.568 MGD

Custer Pump Station

795 System

BIF Universal Venturi Tube

Model # UVT

Size 24X17.400

Serial # 28092-1

Test Press 300

Station flow 1 to 17.76

875 System

BIF Universal Venturi Tube

Model # UVT

Size 24x17.400

Serial # 28092-1

Test press 300

Station flow 1 to 22.54 MGD

Stadium Pump Station

795 System

BIF Universal Venturi Tube

Model # 0181

Size 20X11.600

Serial # 76237-1

Test press 250 psi

Station flow 1 to 13.68 MGD

875 System

BIF Universal Venturi Tube

Model # 0181

Size 36x21.750

Serial # 76236-1

Test press 250 psi

Station flow 1 to 37.07 MGD



CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Any vendor who completes the "Conflict of Interest Questionnaire (CIQ)" must separately file the form with the City Secretary's Office at:

CITY OF PLANO
ATTN: CITY SECRETARY'S OFFICE
P.O. BOX 860358
PLANO, TX 75086-0358

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. OFFICE USE ONLY Date Received	
1	Name of person doing business with local governmental entity.
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.
FORM CIQ	
CONFLICT OF INTEREST QUESTIONNAIRE	

Mabrie Jackson
Sally Magnuson
Lee Dunlap

City Manager:

Thomas H. Muehlenbeck

Environmentally Preferable Purchasing Questionnaire

The City of Plano adopted an Environmental Purchasing Policy in March, 2008 which is posted on the Purchasing Department's Website.

The goal of the policy is to encourage the purchase and use of materials, products and services that are economically responsible that include environmental factors in the decision making process

Product and service attributes include, but are not limited to, recycled content, energy and/or water conservation, toxic material waste minimization and disposal methods.

To help measure the success of this EPP the Purchasing Department has developed this questionnaire concerning environmentally preferable products and services.

Note: This will either be an optional or required submittal.

If the bid or proposal requires environmentally preferred products/services in the specification and will be evaluated as such then this questionnaire shall be submitted with all other documents pertaining to the bid/proposal.

If there are no requirements in the specifications for these products/services but would like to help us gather information on environmentally preferable products then complete this questionnaire and submit it as optional information with the bid/proposal documents.

Vendor Name:		Phone:	
Product/Service:			

Does Product or Service?	Yes	No	Details
Contain recycled material	☐	☐	
Reduce energy consumption	☐	☐	
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.	☐	☐	
Reduce toxicity, including emissions	☐	☐	
Reduce waste	☐	☐	
Contain Recyclable materials	☐	☐	
Reduce water consumption	☐	☐	
Have other environmental impacts	☐	☐	

(Attach supporting documents if needed)

City of Plano Insurance Requirements

Requirements

Bidder / Proposer performing work on City property or public right-of-way for the City of Plano shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Bidder / Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: - Premises/Operations - Products/Completed Operations - Independent Contractors - Personal Injury - Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation
Questions regarding this insurance should be directed to the City of Plano Purchasing Department (972) 941-7557 A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.		

**INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)**

(To be completed by appropriate Insurance Agent)

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

Agent's Name

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

NOTE TO AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER / PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

Insurance Verbiage

The successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

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

Name of Contractor

By:

Signature

Print Name

Title

Date

SMWBE POLICY

IT IS THE POLICY OF THE CITY OF PLANO TO INVOLVE SMALL BUSINESSES AND MINORITY/WOMAN OWNED BUSINESSES TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES AND CONSTRUCTION PROJECTS. TO ASSIST US WITH OUR RECORDKEEPING, VENDORS SHOULD IDENTIFY ANY SMALL/MINORITY/WOMAN-OWNED COMPANY BEING UTILIZED IN THIS BID AND NOTE THE MONETARY INVOLVEMENT.

GENERAL CONDITIONS OF BIDDING ELECTRONIC AND/OR PAPER BASED BIDS

1. **REQUIRED INFORMATION:** CITY OF PLANO BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
2. **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
3. **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO.**
4. **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN, IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
5. **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
6. **SPLIT AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID. THE CITY RESERVES THE RIGHT TO TAKE INTO CONSIDERATION CONTRACT ADMINISTRATION COSTS FOR MULTIPLE AWARD CONTRACTS WHEN DETERMINING LOW BID.
7. **PRICING:** BID PRICE(S) QUOTED, MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
8. **F.O.B./DAMAGE:** QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, PLANO, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF PLANO ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
9. **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P.O. BOX 860279, PLANO, TX, 75086-0279.
10. **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
11. **TAXES:** THE CITY OF PLANO IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
12. **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND **NOT** RESTRICTIVE, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
13. **DELIVERY PROMISE – PENALTIES:** QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT** QUOTE SHIPPING DATES. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.
14. **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
15. **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.
16. **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
17. **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.

18. **EVALUATION:** BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.
19. **FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1, TO SEPTEMBER 30, BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
20. **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
21. **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
22. **AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
23. **INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
24. **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE CHIEF PURCHASING OFFICER (C.P.O.) WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.

THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
25. **WITHDRAWAL OF BIDS:** BIDDER AGREES THAT A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF C.P.O.
26. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF PLANO.
27. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET, IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
28. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
 - A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.
29. **CONTRACTORS SHALL:** RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.
30. **TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE

CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.

31. **TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
32. **REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF PLANO AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.
33. **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN/DENTON COUNTY, TEXAS. EXCLUSIVE VENUE SHALL BE IN COLLIN COUNTY, TEXAS.
34. **SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
35. **NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OR EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE.....".
36. **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR PROPOSAL.
37. **MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY OR ALL BIDS WITHOUT CAUSE PRIOR TO AWARD.
38. **BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. **HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NO LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

39. **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
40. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY MANAGEMENT PROGRAM STANDARDS (WWW.EERE.ENERGY.GOV/FEEMP) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.
41. **ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.
42. **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITY AND GOVERNMENTAL UNITS FROM AWARDING CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON-RESIDENT BIDDERS STATE.
43. **ELECTRONIC BIDS:** THE CITY OF PLANO USES RFP DEPOT TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. **FOR COOPERATIVE BIDS AND REVERSE AUCTIONS ONLY**, RESPONDING VENDORS AGREE TO PAY RFP DEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR. COOPERATIVE BIDS AND REVERSE AUCTIONS WILL BE CLEARLY MARKED ON THE BID DOCUMENTS. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY OR BY PAPER MEANS. REFER TO

WWW.BIDSYNC.COM FOR FURTHER INFORMATION.

44. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** THE CITY ADOPTS VERNON TEXAS' STATUTES AND CODES ANNOTATED BUSINESS AND COMMERCE CODE CHAPTER 43. UNIFORM ELECTRONIC TRANSACTION ACT, ALLOWING INDIVIDUALS, COMPANIES, AND GOVERNMENTAL ENTITIES TO LAWFULLY USE AND RELY ON ELECTRONIC SIGNATURES
45. **DELINQUENT TAXES:** SECTION 2-2 OF THE CITY CODE OF ORDINANCES PROHIBITS THE PAYMENT OF PUBLIC FUNDS TO PERSONS THAT OWE DELINQUENT TAXES TO THE CITY OF PLANO. THEREFORE, PAYMENT TO A CONTRACTOR OR VENDOR FOR GOODS OR SERVICES PROVIDED TO CITY UNDER CONTRACT OR PURCHASE ORDER MAY BE WITHHELD IN THE EVENT THE CONTRACTOR OR VENDOR OWES DELINQUENT TAXES TO THE CITY.
46. **PRICE ESCALATION:** PRICE ESCALATIONS MAY BE PERMITTED BY THE CITY OF PLANO DURING THE TERM OF THE CONTRACT. ALL REQUESTS FOR PRICE ESCALATION SHALL BE IN WRITTEN FORM AND SHALL DEMONSTRATE INDUSTRY-WIDE OR REGIONAL INCREASES IN THE CONTRACTOR'S COSTS. INCLUDE DOCUMENTS SUPPORTING THE PRICE ESCALATION, SUCH AS MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, FEDERAL/STATE MINIMUM WAGE LAWS, FEDERAL/STATE UNEMPLOYMENT TAXES, FICA, ETC. INCREASES WILL APPLY ONLY TO THE PRODUCTS(S) AND/OR SERVICE(S) AFFECTED BY AN INCREASE IN RAW MATERIAL, LABOR, OR ANOTHER LIKE COST FACTOR. THE CITY OF PLANO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL PRICE ESCALATIONS.
47. **PRICE REDUCTION:** IF DURING THE LIFE OF THE CONTRACT, THE CONTRACTOR'S NET PRICES TO OTHER CUSTOMERS FOR THE SAME PRODUCT(S) AND/OR SERVICE(S) ARE LOWER THAN THE CITY OF PLANO'S CONTRACTED PRICES, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE.
48. **BID NOTIFICATION:** CITY OF PLANO UTILIZES THE FOLLOWING PROCEDURES FOR NOTIFICATION OF BID OPPORTUNITIES: WWW.BIDSYNC.COM AND THE *PLANO STAR COURIER* (WWW.PLANOSTAR.COM). THESE ARE THE ONLY FORMS OF NOTIFICATION AUTHORIZED BY THE CITY. PLANO SHALL NOT BE RESPONSIBLE FOR RECEIPT OF NOTIFICATION AND INFORMATION FROM ANY SOURCE OTHER THAN THOSE LISTED. IT SHALL BE THE VENDOR'S RESPONSIBILITY TO VERIFY THE VALIDITY OF ALL BID INFORMATION RECEIVED BY SOURCES OTHER THAN THOSE LISTED.

GENERAL CONDITIONS OF BIDDING ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY

1. **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
2. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF PLANO IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
3. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTER-LINEATION ALTERATION, OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
4. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.

Revised: October 21, 2008

Vendor Acknowledgement Page

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your bid/proposal to be considered:

Company Name:

Address of Principal Place of Business:

Phone of Principal Place of Business:

Fax of Principal Place of Business:

Address, Phone/Fax Number of Majority Owner Principal Place of Business:

E-mail Address of Representative:

Authorized Representative Name:

Authorized Representative Title:

Date:

Acknowledgement of Addenda: #1 € #2 € #3 € #4 € #5 €

Question and Answers for Bid #2009-44-B - FLOW METER

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 27, 2009 12:00:00 PM CST

2009-44-B-1-01 - RIDGEVIEW PUMP STATION FIRST FLOW METER

Question 1

Nancy, everything I see in this bid indicates it is a purchase and no onsite work to be required. Under those circumstances, I am having trouble figuring out the insurance documents attached to the bid. Can you explain what it is the insurance requirements are going to do in support of this purchase and how to proceed?

Gary Zackery
Lysander Supply Solutions, Inc
936-435-9000
gdzackery@sbcglobal.net (Submitted: Jan 13, 2009 12:49:53 PM CST)

Answer

- The insurance is needed anytime there is work being done on city property.

Per the specification:

It is the intent of these specifications to describe the type of flow meter required to be removed and installed at water pumping stations. The existing meters that are removed will be delivered to a City location to be determined after award of bid. Contractor will supply all necessary materials, installation, and training. (Answered: Jan 13, 2009 2:19:27 PM CST)

Question Deadline: Jan 27, 2009 12:00:00 PM CST