

**CITY OF CONROE  
PURCHASING DEPARTMENT  
REQUEST FOR QUOTES**

Submit electronically by e-mail to Karl Brosch [kbrosch@cityofconroe.org](mailto:kbrosch@cityofconroe.org). Quotes delivered late will not be accepted.

Date: 10/5/22

Quotes are due: 10/17/22

Requesting Dept: Utility Billing Department

Materials or Services to be delivered FOB to Conroe Texas.

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**INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY**

1. The City of Conroe, Tax No. 74-6000-555 is exempt from all Federal Excise Taxes. Do not include tax in your Quotes price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of Conroe will pay for articles or services purchased under this Quotes within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached **Purchasing Terms and General Conditions**.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.
5. **ALL PROPOSALS MUST BE SIGNED BY HAND.**

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The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of the RFP, all of which are made a part of this offer. This offer is not subject to withdrawal.

Names of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

CITY OF CONROE

**1.0 Owner:**

The City reserves the right to award parts of Quotes, reject any or all Quotes and to waive technical irregularities in the Quotes. The award will be made on the basis of the lowest qualified responsible proposer or the proposer who provides the goods and services at the best value for the City, considering the selection criteria below.

***Best Value Selection Criteria:***

- |  |         |
|--|---------|
| a) Purchase price.                                 | 25 Pts. |
| b) Qualifications to perform this type of service. | 25 Pts. |
| c) Past experience and relationship with the City. | 15 Pts. |
| d) References of current customers.                | 10 Pts. |
| e) Proof of Insurance                              | 25 Pts. |

**2.0 Questions and Inquires:**

Proposer's desiring further information or interpretation must request such information or interpretation from:

For Purchasing Questions:

Teri-Lynn Hatch, Purchasing Buyer  
Office: 936-522-3829  
[THatch@cityofconroe.org](mailto:THatch@cityofconroe.org)

For Technical Questions:

Karl Brosch, Utility Billing Manager  
Office: 936-522-3171  
Fax: 936-522-3178  
[kbrosch@cityofconroe.org](mailto:kbrosch@cityofconroe.org)

**3.0 Submission of Quotes:**

E-mail quote to Karl Brosch

[kbrosch@cityofconroe.org](mailto:kbrosch@cityofconroe.org)

Due Date: October 17, 2022 @ 2:00 PM

**4.0 References:**

The City of Conroe may request proposers to supply, with this Invitation to Quotes, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

**5.0 Materials and Services:**

The Proposer warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Proposer shall furnish all data pertinent to specifications and warranties, which apply to items in the Quotes.

**6.0 Price of Materials and Sales Tax:**

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the Quotes sheet. Prices shall be all inclusive. Any price not shown on the Quotes sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the Proposer and included in the Quotes price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer must indicate both items required and attendant cost or forfeit the right to payment.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

**7.0 Indemnification:**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

**8.0 Insurance Requirements:**

**NO QUOTE WILL BE CONSIDERED FOR AWARD IF THE VENDOR HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE QUOTE**

The Proposer shall procure and maintain, at its expense, during the term of this Quotes, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposers compliance with this section if required by the City.

**9.0 Conditions of Work:**

Proposers are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful Proposer of any obligations to furnish material and labor necessary to complete the project.

**10.0 Conditions of Conduct:**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer.

**11.0 Alternate Items:**

No alternate Quotes or Quotes items will be considered unless they are specifically requested by the proposal.

**12.0 Unit Prices:**

The unit price of each of the Quotes items in the Quotes proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Quotes represents the total Quotes. Any Quotes not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

**13.0 Corrections:**

Erasures or other corrections in the Quotes must be noted over the signature of the Proposer.

**14.0 Withdrawal of Quotes:**

Quotes may be withdrawn by written request dispatched for delivery in the normal course of business prior the Quotes opening. The Quotes guaranty of any Proposer withdrawing his Quotes in accordance with the above will be returned promptly.

**15.0 Award of / Rejection of Quotes:**

The City reserves the right to consider as unqualified to do the work, any Proposer who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.

**16.0 Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

**17.0 Change Orders:**

The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PARKS SUPERINTENDENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

**Change Orders Continued:**

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods if required or appropriate:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

**18.0 Payment:**

The Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

**19.0 Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

**20.0 Scope Of Work:**

We will need the contractor to supply the following task for the irrigation inspection project.

1. Provide a secure online system that is linked to the City's website and allows the customer to fill out the online request of inspection. The request is assigned by the contractor through the contractor's internet website. The contractor is responsible for making contact with the customer, verify the customer is within the City limits, then making a scheduled appointment.
2. The account information is available to the City 24 hours a day, seven days a week.

3. The contractor is responsible to provide service with reputable Licensed Irrigation Specialist holding a current landscaping irrigation license for the State of Texas.
4. All irrigation specialist must go through some form of a background check.
5. Contractor must maintain the required Liability Insurance set by the City.
6. The contractor will gather site information including the following:
  - a. Backflow Preventing Device
  - b. Presence of a Rain Shut Off Device
  - c. Static Pressure
  - d. Controller Type
  - e. Run Time per Zone
  - f. # of Cycles per Day
  - g. # of Days Per Week
  - h. Program Assignment
  - i. Start Time (AM/PM)
7. The contractor will evaluate the irrigation system for the following items:
  - A. Type of Equipment
  - B. Mixed Manufacturers
  - C. Broken Sprinkler or Nozzle
  - D. Low Head Drainage
  - E. Poor Head Layout
  - F. Nozzle Adjustments
  - G. Heads not Aligned
  - H. Raise or Lower Heads
  - I. High or Low Pressure
  - J. Runn Off
  - K. Puddling
  - L. Obstructions
  - M. Overspray
  - N. Hydrozoning
  - O. Leak in Mainline or Lateral Line
  - P. Exposed Pipe or Wire
8. All evaluations are limited to residential customers with up to 16 total existing zones.
9. Contractor must help educate the customer face to face on efficient irrigation, proper controller scheduling, and water conservation.
10. Contractor must have a secure website to enter the irrigation evaluation.
11. The customer must be able to review the evaluation information on the contractors website 24 hours a day, seven days a week.
12. The contractor must bill the City for its services monthly. The invoice must be in two segments:

- A. Invoice by month – total inspections for the previous month – total amount
- B. A list of customers name and address that the contractor provided evaluations for with the charge for each evaluation along the right side.

## **21.0 RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

### **❖ Tab 1 – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFQ. A person who is authorized by the organization to enter into an agreement with the City will sign the letter.

Please include all contact information.

### **❖ Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the specifications, terms and conditions of this RFQ, including the Scope of Services.

### **❖ Tab 3 – Company Background**

1. Years in business under present name.
2. Name and address of office location.
3. Names and titles of officers in the company.

### **❖ Tab 4 – Qualifications**

1. Describe firm qualifications, experience and project understanding.

### **❖ Tab 5 – References**

1. Provide references of similar design projects for which your company has, in whole or in part, provided services.

### **❖ Tab 6 – Customer Support**

1. Describe the firm's physical availability to the City in terms of communication, meetings and fieldwork.
2. How will distance from the project site and the City affect the response time to critical matters pertaining to the project?

### **❖ Tab 8 – Pricing Structure**

1. Provide a list of all fees that will be charged to the City of Conroe. (Ex. Price per each evaluation \$ \_\_\_\_\_) List any fees that will be involved with this contract.

**Quotes Agreement and Certification:**

**The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

**By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Quotes.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)