

INVITATION FOR QUOTES

CITY OF CONROE QUOTE # 2-13-2023

DJ SERVICES



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE FEBRUARY 6, 2023 @ 2:00PM

CITY OF CONROE PURCHASING DEPARTMENT

CITY OF CONROE

1. **Preparation of Bids:**

Submit quotes electronically through Vendor Registry or *in duplicate* on the prescribed forms or copies thereof, in a sealed envelope marked “Quote 2-6-2023 DJ Services”. Prepare bids in accordance with the requirements of the specifications, and any instructions on the Bid Sheet.

2. **Questions and Inquiries:**

All questions should be asked through Vendor Registry

Purchasing or submittal questions:

Ask all questions through Vendor Registry

3. **Submission of Bids:**

Electronic Submissions or Two (2) copies of each proposal shall be **CLEARLY MARKED** “Quote 2-6-2023 DJ Services” and submitted by mail or in person to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: February 6, 2023 @ 2:00 PM

Physical:

Kellie Hall, Recreation Coordinator
1504 Parkwood West, Conroe, TX 77301
936-522-3842 phone
936-522-3844 fax

4. **Bid Evaluation and Award:**

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the *best value* to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

5. **Reservations:**

All Bids and associated materials received with your response will become the property of the City of Conroe and will be returned at the discretion of the City.

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

The Laws of the State of Texas, County of Montgomery, and the City of Conroe, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration or litigation.

6. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|--|---------|
| a) Purchase price. | 30 Pts. |
| b) Meets all bid specifications. | 30 Pts. |
| c) Bidder's principle place of business (§271.905). | 5 Pts. |
| d) Cities past history / experience with Manufacturer. | 5 Pts. |
| e) Best delivery. | 30 Pts. |

7. Bidders:

Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Substitutions:

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. 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.

11. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, 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 e-mail address.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

14. Materials and Services:

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

15. 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.

16. 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 bid sheet. Prices shall be all inclusive. Any price not shown on the bid 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 bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

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.

17. 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,

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

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.

18. 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. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

19. Does Not Apply to this Quote: Ethical Standard: THESE FORMS MUST BE COMPLETED WITH YOUR BID RESPONSE

No City official or employee shall have interest in any contract resulting from this bid. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

Refer to "Project Number and Title" on the 1295 form. Example forms are included with this Bid.

- 1295 certificate of Interested Parties (Must be completed on the Texas Ethics Commission Website electronically)
- Conflict of Interest Questionnaire
- HB 89 Verification Form
- SB 19 Verification Form
- SB13 Verification Form
- SB 252 Verification Form – Enter your company name and bid title, Purchasing will validate the form.

The forms stated above **MUST** be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the Bid. The web address to the Texas Ethics Commission website with instructions is listed below:
(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

20. Alternate Bid Items:

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

21. Unit Prices:

The unit price of each of the bid items in the bid 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 bid represents the total bid. Any bid not conforming to

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

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.

22. Payment:

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.

23. Proposal Agreements 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 provisions, terms and conditions pertaining to this Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

CITY OF CONROE PARKS DEPARTMENT

PRICING FOR DJ SERVICES

ITEM NO.	<u>DESCRIPTION OF EVENT</u>	TOTAL PRICE FOR EVENT
1	Daddy Daughter Dance as specified in the Scope of Work	\$
2	Morning with Mr. Bunny as specified in the Scope of Work	\$
3	Kidzfest as specified in the Scope of Work	\$
4	Stars and Stripes as specified in the Scope of Work	\$
5	Mother and Son Date Night as specified in the Scope of Work	\$
6	End of Summer Staff Appreciation Event as specified in the Scope of Work	\$
7	Fall Fun Fest as specified in the Scope of Work	\$
8	Thanksgiving Feast as specified in the Scope of Work	\$
9	Turkey Trot as specified in the Scope of Work	\$
10	Christmas Event as specified in the Scope of Work	\$
	TOTAL FOR ALL EVENTS	\$

Company Name _____

DJ Dates / Needs

Daddy Daughter Dance

Typically the 3rd Saturday in February

6-9PM

Magnolia Event Center

Attendance: ~450

DJ should provide all sound equipment / speakers / microphone / up-lighting for this indoor event. Provide upbeat, age appropriate music. Also make announcements during the event and play interactive games with the crowd. DJ needs to be completely ready to go by 5:30 PM.

Morning with Mr. Bunny

two Saturday's before Easter

10A-Noon

Carl Barton Jr. Park

Attendance: ~500

DJ should provide all sound equipment / speakers / microphone for this outdoor event. Sound is needed on 4 separate ball fields. Provide upbeat, age appropriate music. Also make announcements during the event and play interactive games with the crowd. DJ needs to be completely ready to go by 9:30 AM and remain available until 12:30.

KidzFest

(last Saturday in April)

10A-4P

Downtown Conroe

Attendance: ~15,000

DJ should provide all sound equipment needed and will be setup outside under a covered pavilion. DJ will need to coordinate music with several stage performers for the day and make necessary announcements throughout the event. For this event DJ will also coordinate with SiCoustics team to play pre-recorded Loop. DJ needs to be completely ready to go by 9:30A and remain available until 4:30P.

Stars and Stripes

Saturday before July 4th

5P-9P

Heritage Place (Downtown Conroe)

Attendance ~6,000

DJ should provide all sound equipment needed and will be setup outside under a covered pavilion. DJ will need to coordinate music with several stage performers for the day and make necessary announcements. Specifically coordinate with local choir for this event. DJ needs to be completely ready to go by 5:00P and remain available until 9:45P.

Mother Son Date Night

typically 3rd Saturday in July

7-9:30P

DJ should provide all sound equipment / speakers / microphone for this outdoor / poolside event. Provide upbeat, age appropriate music. Also make announcements during the event and play interactive games with the participants. DJ needs to be completely ready to go by 6:30 PM and remain available until 9:45 PM.

End of Summer Staff Appreciation Event

(Date TBA) 7P – 10:00P

Oscar Johnson Junior Community Center

Attendance ~65

DJ should provide all sound equipment / speakers / microphone / up-lighting for this indoor event. Provide upbeat, age appropriate music. Also make announcements during the event and play interactive games with the crowd. DJ needs to be completely ready to go by 6:30 PM.

Fall FunFest

(Saturday before Halloween)

11A-2P

Carl Barton Jr. Park

Attendance: ~3,000

DJ should provide all sound equipment needed to project sound in multiple directions and will setup outside. Provide upbeat, age appropriate music and make announcements throughout the event. DJ needs to be completely ready to go by 10:30A and remain available until 2:30P.

Thanksgiving Feast

(Week before Thanksgiving)

10A-2P

Conroe Activity Center

Attendance~ 100

DJ should provide all sound equipment / speakers / microphone / up-lighting for this indoor event. Provide age appropriate music. Also make announcements during the event and play interactive games with the senior citizens. DJ needs to be completely ready to go by 10:00A.

Turkey Trot

(Saturday before Thanksgiving)

8A-Noon

Carl Barton Jr. Park

Attendance: ~300

DJ should provide all sound equipment needed to project sound and will setup outside. Provide upbeat, age appropriate music and make announcements throughout the event. After the race begins at 9A, DJ will need to setup an additional speaker and microphone under the pavilion for the race director to make announcements. DJ needs to be completely ready to go by 8A and remain available until Noon.

Christmas Event

2nd Saturday in December

11A – 4P

Downtown Conroe

Attendance ~10,000

DJ should provide all sound equipment needed and will be setup outside under a covered pavilion. DJ should play family friendly seasonal music as well as any other fun upbeat music. DJ will need to coordinate music with several stage performers for the day and make announcements as needed. For this event DJ will also coordinate with SiCoustics team to play pre-recorded Loop. DJ needs to be completely ready to go by 10:30A and remain available until 4:30P.