

**REQUEST FOR PROPOSAL WITH SPECIFICATIONS
#WWS-2024 CONROE WATERPARK SUMMER SEASON
FROZEN TREAT VENDOR PROPOSAL**



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

**RESPONSES DUE
FRIDAY, APRIL 19, 2024 @ 2:00PM**

CITY OF CONROE PURCHASING DEPARTMENT

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

The purpose of this RFP is to solicit proposals to select 1 (one) (Mobile) Frozen Treat Vendor for the Conroe Waterpark during the summer season. If you are interested in your business being considered for this, please submit four (4) copies of your proposal to:

Quotes shall be submitted through Vendor Registry or e-mailed to Teri-Lynn Hatch-thatch@cityofconroe.org Buyer Warehouse Supervisor. Email should be clearly titled “#WSS-2024 Conroe Waterpark Summer Season Frozen Treat Vendor Proposal.”

Date: April 2, 2024

Bids are due: **Friday, April 19, 2024 @ 2:00PM**

Requesting Dept: Conroe Waterpark

Materials or Services to be delivered FOB to Conroe Texas.



INSTRUCTIONS: - - - - -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 bid 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 bid 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.**

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 bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Work Can Begin: _____ Cash Discounts _____ % _____ Days

Names of Business: _____

Mailing Address: _____

City: _____ State: _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail: _____

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe is interested in providing first class frozen treats as specified herein.

SCOPE OF WORK/ SPECIFICATIONS

Any type of frozen cooling ice treat for kids and adults.
IE: Snow Cones, Popsicles, Italian Ice, Gelato, Slushies etc.

CITY

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The City also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the City is executed, or upon the City rejection of all proposals.

PROPERTY DESCRIPTION

CONROE WATERPARK – 1207 Candy Cane Lane, Conroe, TX 77301

Before submitting a proposal, each bidder will be held responsible for having examined the premises and satisfied themselves as to the existing conditions or location under which they will be obligated to operate, or that will in any way affect the services under the contract.

SPECIAL PROVISIONS

Health Department Requirements: VENDOR must acquire own health permit for concession and/or mobile food unit permit through Montgomery County and have a valid food manager's permit. VENDOR shall have at least one person on staff at all times that has a valid food manager's permit.

Period of Operation: Upon acceptance and approval this bid effects a written agreement between CITY and VENDOR for the rights to operate a mobile concession stand at FACILITY in accordance with the provisions contained herein. Contract will commence from execution date and is renewable for up to three (3) consecutive years. CITY will evaluate the proposals and select the one most beneficial to the CITY.

Report of Sales: All payments are to be submitted to CITY, Conroe Parks and Recreation Department Attn: Kayla Daniels, located at 1205 Candy Cane Lane, Conroe, Texas 77301 (physical address) or mail to P.O. Box 3066, Conroe, Texas 77305 (attn.: Kayla Daniels) by the 1st of each month for the previous month's operation. Each payment (check payable to the City of Conroe) shall be accompanied by a complete report of the month's business transactions.

Payment Default: In case VENDOR fails to pay the monies due to CITY, pursuant to the terms of this agreement, CITY has the option to terminate the contractor and seek whatever legal relief may be appropriate to recover the balance due and may relet the privileges herein conveyed.

Supervision: VENDOR shall directly supervise this concession operation at all times. CITY shall have the right to inspect the vehicle or premise and to supervise the manner of exercising privilege hereby granted, and the conduct of VENDOR and those under him.

Alterations: Alterations to any part of the building or grounds on the premises will not be permitted without the prior approval of the Parks and Recreation Department. Any such alterations permitted will be at the expense of VENDOR and must comply with all City of Conroe building codes.

Sublet of Concessions: VENDOR shall not sell, sublet or assign this contract or any portion thereof to any other person or assignee or lessee.

Police Protection: CITY does not guarantee police protection and will not be liable for any loss or damage sustained by VENDOR. VENDOR shall hold and save CITY harmless from any and all claims from damages of whatever nature and kind, suffered or asserted to have been suffered, by the person or property of any person whomever, growing out of or resulting from or in any way connected with exercise of the privilege herein granted.

Hours of Operation: VENDOR will open and operate on all Holidays, Friday's, Saturday's, and Sundays unless otherwise coordinated with staff. For summer 2024 dates will begin May 18th and will continue until August 11th, 2024. Hours are from 10:00 AM to 6:00 PM. Dates for future years will be similar and communicated prior to the start of summer.

BACKGROUND CHECKS

The City reserves the right to request that the VENDOR completes a background check for each and every employee used. VENDOR will not use a person if such person: has been convicted of crimes against vulnerable persons, such as children, the elderly or the disables; crimes of dishonesty; crimes using or threatening violence including but not limited to, the use, display or threat of a weapon.

SELECTION PROCESS

As required under Government Code 2254, the Owner upon appropriate evaluation of all submitted proposals will rank up to three Candidates that it considers to be the most qualified to provide the concession services to the City of Conroe. The City will select the proposal that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

- a) Equipment condition, qualifications and overall experience. 25 points
- b) Food variety, selection offered, prices, and process of items to be sold. 25 points
- c) References of current customers. 25 points
- d) Proposer's percentage of gross sales offered to pay the City of Conroe. 25 points

If negotiations with the most qualified Proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

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 I – 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 RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe 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 RFP, including the Scope of Services.

Tab 3 – Company Background (2 – Pages Maximum)

- Years in business under present name.
- Name and address of each office location.
- Ownership structure (Corporation / Partnership).
- Names and titles of officers in the company.
- Company trade organizations / associations / affiliations

Tab 4 – Experience of Key Personnel (2 – Pages Maximum)

- List key personnel that will be assigned or oversee this job.
- Describe all methods to select and train personnel.

Tab 5 – References (1 – Page Maximum)

- Provide references from companies that are similar in size and volume to the City of Conroe scope of work for which your company has, in whole or in part, provided services.

Tab 6 – List of Items to be sold (1 – Page Maximum)

- List all items for sale and prices and a description of the equipment and other means of providing the proposed service.

TERMS, CONDITIONS AND CLAUSES

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquires** -Bidder's desiring further information or interpretation must request such information in the questions section of Vendor Registry. Request to visit the site, should submit a written request for information / clarification to: Kayla Daniels, Aquatics Supervisor kdaniels@cityofconroe.org.
- 3.0 **Submission of Quotes** - Submit electronically through Vendor Registry or email the response to Teri-Lynn Hatch, thatch@cityofconroe.org
- 4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. 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 explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner 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.

6.0 **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 fax number.

7.0 **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.

8.0 **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 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.

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.

9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

10.0 **Assignment** - Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.

11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

12.0 **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

13.0 **COVID-19 Vaccine Passport Prohibition** - Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.

14.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security

controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Respondent's compliance with the required controls.

- 15.0 **Dealings with Public Servants Affirmation** - Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 16.0 **Debts and Delinquencies Affirmation** - Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 17.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 18.0 **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 19.0 **Excluded Parties:** - Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 20.0 **False Statements** - Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 21.0 **Intentionally Left Blank**
- 22.0 **Intentionally Left Blank**
- 23.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 24.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 25.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY

WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 26.0 **No Conflict of Interest** - Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 27.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
- 28.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.
- 29.0 **Suspension and Debarment** - Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 30.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 31.0 **Texas Bidder Affirmation** - Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 32.0 **Americans with Disabilities Act** - Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 33.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 34.0 **Disclosure of Interested Parties** - Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 35.0 **Discounts** - If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
- 36.0 **Equal Employment Opportunity** - Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

- 37.0 **Force Majeure** - Neither Respondent nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- 38.0 **Immigration** - Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
- 39.0 **Independent Contractor** - Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the City.
- 40.0 **Legal and regulatory actions** - Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract
- 41.0 **Limitation on Authority** - Respondent shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 42.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 43.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 44.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

- 45.0 **Record Retention** - Respondent shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
- 46.0 **Refund** - Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 47.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 48.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 49.0 **Subcontractors** - Respondent may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Respondent shall be in writing and be subject to the requirements of the contract. Should Respondent subcontract any of the services required in the contract, Respondent expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Respondent. In no event shall this provision relieve Respondent of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
- 50.0 **Survival** - Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 51.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Respondent shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.
- 52.0 **Insurance Requirements:**

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

The Bidder shall procure and maintain, at its expense, during the term of this bid, 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 Bidder agrees to furnish insurance certificates, showing the bidders compliance with this section if required by the City.

- 53.0 **Conditions of Work** - Bidders 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 bidder of any obligations to furnish material and labor necessary to complete the project.
- 54.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder 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 Bidder.
- 55.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.
- 56.0 **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 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.
- 57.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 58.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 59.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder 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.
- 60.0 **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.

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:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

- 61.0 **Payment** - City Staff 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.

62.0 **Reimbursements**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

63.0 **Disclosure**

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

64.0 **Bid 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 bidder, authorized to represent the bidder 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 of the specifications, terms, conditions and clauses pertaining to this quote.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)