

**CITY OF CONROE
PURCHASING DEPARTMENT
SEALED BID**

Bids shall be submitted electronically through Vendor Registry or mailed (in triplicate) to the City Secretary Office, 300 West Davis, Conroe Texas 77301 by the deadline or they will be returned unopened. Bids shall be clearly marked, **DO NOT OPEN, "BID #1217-2020 MUD 126 METER/VAULT REPLACEMENTS"**

Date: November 23, 2020

Quotes are due: 2:00 P.M. on Thursday December 17, 2020

Requesting Dept: Utility Billing Department

Materials or Services to be delivered FOB to Conroe Texas.



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 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

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 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 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:

Dan Neumann, Purchasing Buyer
Office: 936-522-3829
dneumann@cityofconroe.org

For Technical Questions:

Karl Brosch, Utility Billing Manager
Office: 936-522-3171
Fax: 936-522-3178
kbrosch@cityofconroe.org

3.0 Submission of Quotes:

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Due Date: Thursday December 17, 2020 @ 2:00 PM

All questions must be asked through Vendor Registry

4.0 Information Clarification:

Vendors desiring further information or interpretation must submit questions 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 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.

10.0 Insurance Requirements:

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

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

11.0 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.

12.0 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.

13.0 Item Quantities:

The City reserves the right to add additional quantities to any line item id needed. All quantities are estimates.

14.0 Unit Prices:

The unit price of each of the bid items in the bid proposal shall include it 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.

15.0 Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

16.0 Withdrawal of Bid¹s:

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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 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.

22.0 Scope Of Work:

SUMMARY OF WORK FOR M.U.D. 126 PROJECT Watercrest Subdivision

The work for this project includes:

- Labor to remove existing badger water meters and replacing with City of Conroe furnished Neptune Mach 10 V5 meters. Antennas must also be installed on each meter with the top of the antenna attached to the meter box lid. Type of meters to be replaced are 5/8 inch, 1 inch, 1.5 inch, 2 inch, and 4 inch meters.
- Labor to replace all current meter boxes with two meters to a City standard large double box with a knock out hole lid. The knock out holes are provided for the installation of an antenna. Excess dirt should be removed and or smoother into the existing location.
- All work must be completed within a 30-day timeline period.

- Contractor Guarantees labor and workmanship for 1 year after installation – all repairs are free of charge to the City of Conroe.
- The contractor will furnish labor, supervision, insurance, etc.
- The Contractor understands all quotes need to be valid for a minimum of 6 months.
- All work must be completed in accordance with the details and specifications of the City of Conroe.
- Contractor understands the total amount of meters and meter boxes to be replaced will fluctuate from month to month due to growth. Contractor understands he/she is being paid by a total number of meters and meter boxes replaced and not the total estimated number.
- **All old registers and boxes must be returned to the City of Conroe Warehouse for auction or disposal.**

23.0 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 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 Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

| Item # | Description | Meter Size | UOM | Qty | Price per Each | Total Price |
|--------|---|---------------------------|------|-----|----------------|-------------|
| 1. | Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse. | 5/8 Inch | Ea. | 670 | | |
| 2. | Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse. | 1 Inch | Ea. | 5 | | |
| 3. | Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse. | 1 ½ Inch | Ea. | 4 | | |
| 4. | Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse. | 2 Inch | Ea. | 14 | | |
| 5. | Labor for Meter Replacements including installation of antennas. All old meters to be returned to City of Conroe Warehouse. | 4 Inch | Ea. | 4 | | |
| 6. | Labor to remove old meter boxes and install new meter boxes. This includes cleaning area, removing excess dirt and removing the old box if needed. NOTE: <ul style="list-style-type: none"> All old meter boxes must be returned to the City of Conroe Warehouse. All new meter boxes shall have knock out holes for antennas. | NA | Ea. | 525 | | |
| 7. | Repair all cracks and or breaks due to installation or installment situations. | As Needed | Hour | 1 | | |
| 8. | Parts Mark-Up | % over actual cost _____% | | | | |
| 9. | Do you charge a mobilization fee? If yes \$ _____ | | | | | |
| 10. | Describe labor warranty: _____ | | | | | |