

INVITATION FOR BIDS

CITY OF CONROE

**BID #092619 - LABORATORY TESTING SERVICES BID
(Pb, Cu and WQP's)**



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

RESPONSES DUE SEPTEMBER 26, 2019

CITY OF CONROE PURCHASING DEPARTMENT

BID NOTICE FOR COMPETITIVE SEALED BIDS

The City of Conroe will receive Competitive Sealed Bids in triplicate for Laboratory Testing Services for the City of Conroe, located in Montgomery County, Texas. The bids shall be appropriately marked "**Bid #092619 - Laboratory Testing Services Bid (Pb, Cu and WQP's)**", and delivered to the City Secretary 300 West Davis, 3rd Floor Conroe Texas 77301.

Bids are due on **Thursday September 26, 2019 at 2:00 p.m.** at which time they will be publicly opened and read aloud in the 3rd floor conference room, 300 West Davis St. Conroe Texas. Bids received after the specified time and date will be returned unopened.

Specifications and bid documents may be reviewed and downloaded online at www.cityofconroe.org, Purchasing Department, Vendor Registry. Questions concerning this bid should be directed to Kristina Colville, Purchasing Buyer, Conroe Texas, (936-522-3830)

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

The City of Conroe may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted value set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.

CC 8/20/19 & 8/27/19

CITY OF CONROE, TEXAS

CITY OF CONROE

1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bids ***in triplicate*** on the prescribed forms or copies thereof along with bid bond if required, in a sealed envelope marked **“Bid #092619 - Laboratory Testing Services”**. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. **Questions and Inquires:**

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

Christine Cooper, Utility Manager
P.O. Box 3066 Conroe, TX 77305
Office: 936-522-3879

3. **Submission of Bids:**

One original and Two (2) copies of each proposal shall be submitted to the address below by the time and date set forth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: Thursday September 26, 2019 @ 2:00 PM

Mail: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis
Conroe, TX. 77301

4. **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:

- Proposed cost of services.
- Meets all State and Federal qualifications specified herein.
- References from other Cities
 - Bidder's principle place of business.
 - Bidder's past relationship with the City.

5. **Bidders:**

Bidders desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. 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.

6. **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.

7. **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.

8. **Substitutions:**

Where materials 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.

9. **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.

10. **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.

11. **Delivery of Proposals:**

It is the bidder's responsibility to deliver the 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 or posted 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.

12. **Corrections:**

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

13. **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.

14. **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.

15. **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.

16. **Insurance Requirements:**

The Proposer shall procure and maintain, at its expense* during the term of this proposal, 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
D.	Public Liability (Property damage)	- \$1,000,000 combined single
E.	Automobile Liability (Bodily injury)	-\$ 200,000 each person
F.	Automobile Liability (Property)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

17. **Independent Contractor Relationship:**

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

18. **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. **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. 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 to the City of Conroe Public Works Dept., 401 Sgt Ed Holcomb Blvd S, Conroe TX 77304.

STANDARD PURCHASE TERMS AND GENERAL CONDITIONS

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

20. **Term of Contract:**

This contract shall be for one (1) year with the option to renew for up to three (4) years in one-year increments. Any price change requests must be made at time of renewal and are at the sole discretion of the City of Conroe.

21. **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.

(Company Name) (Name of Authorized Agent - Printed)

(Street Address / P.O. Box) (Authorized Agent Signature)

(City / State / Zip Code) (Date)

(Phone)

Scope of Services and Requirements:

1. The scope of services includes sample collection and testing for lead and copper and water quality parameters according to the following:
 1. Collect 30 lead and copper tap samples during the monitoring period January 1 through June 30, 2020. Use the City's pre-approved lead and copper monitoring sites.
 2. Collect the following Water Quality Parameters (WQPs) at 10 distribution sites once per quarter for four consecutive quarters. Use the City's pre-approved sites. The following list of analytes should be priced as one test set.

Temperature, pH, calcium, conductivity, total dissolved solids, sodium, sulfate, chloride, hardness, manganese, iron, and orthophosphate.

A licensed City Water Production Operator must be present at the time of sampling.

3. Collect and analyze the following entry point WQPs every 2 weeks for two six month periods using the City's pre-approved entry point monitoring locations. There are 16 locations and the following list of analytes should be priced as one test set.

Temperature, pH, calcium, conductivity, total dissolved solids, sodium, sulfate, chloride, hardness, manganese, iron, orthophosphate residual and record dosage rate.

4. Sample collection and analysis must be in accordance Texas Administrative Code, Title 30, Part 1, Chapter 290, Subchapter F, 290.117(h)(2). Analysis for lead and copper shall be conducted using methods stated in 40 CFR 141.89, in laboratories accredited by the Executive Director of the Texas Commission on Environmental Quality (TCEQ). Analysis for pH, conductivity, calcium, orthophosphate, and temperature may be conducted in any laboratory approved by the Executive Director under 290.121 of this title utilizing EPA methods prescribed in 40 CFR 141.89.

5. All results must be reported to TCEQ. Please refer to the TCEQ ***Guidance for the Analysis and Reporting of Tap Water Samples under the Lead and Copper Rule***, effective date 10/26/2018 ***and Guidance for the Analysis and Reporting of Water Quality Parameters under the Lead and Copper Rule***, effective date 10/26/2018.

2.
 1. Current TCEQ forms must be used for Chains of Custody and data submission to TCEQ.
 2. Provide test methods used for compliance sampling as listed in 40 CFR136.
 3. Provide the names of any outside testing contractors used and what testing they will perform.
 4. Lab may be inspected by City of Conroe personnel.
 5. Provide status of Lab's NELAC certification and relevant fields of accreditation.
 6. Lead and copper samples must be analyzed by a laboratory that is accredited in the "Drinking Water" matrix using and EPA approved water methods.

STANDARD PURCHASE TERMS AND GENERAL CONDITIONS

7. Laboratory shall provide all sampling bottles for all samples listed.
8. Laboratory must give weekly sample result updates to designated Water Production Staff.
9. All final reports are to be submitted not later than the 12th day from final sample.
10. All testing facilities must be within a 40 mile radius of 300 West Davis St in Conroe, TX.
11. Laboratory staff will perform field tests and collect all samples.

Special Conditions: Sub-contracting

The chosen laboratory cannot contract out more than 5% of the testing to other outside laboratories.

STANDARD PURCHASE TERMS AND GENERAL CONDITIONS

Scope and Specifications/ Pricing:

Item #	Qty.	Frequency	Description	Fee per Sample	Fee per Year
1	30	Once	Provide bottles to customers and pick up full samples bottles at residences for testing of lead in drinking water. Use TCEQ forms. Sampling and testing to be performed between		
2	30	Once	Provide bottles to customers and pick up full samples bottles at residences for testing of copper in drinking water. Use TCEQ forms. Sampling and testing to be performed between		
3	30	Once	Analyze each sample for lead per EPA and TCEQ approved methods.		
4	30	Once	Analyze each sample for copper per EPA and TCEQ approved methods.		
5	30	Once	Report lead test results to TCEQ and the City per TCEQ required protocol.		
6	30	Once	Report copper test results to TCEQ and the City per TCEQ required protocol.		
7	40	Total	Sample for WQPs at 10 distribution sites once per quarter for four consecutive quarters. Use TCEQ approved forms.		
8	40	Total	Perform WQP analysis for each distribution sample site.		
9	40	Total	Report results for WQPs to TCEQ and the City per TCEQ required protocol.		
9	432	Total	Sample for WQPs at 16 distribution entry point sites every two weeks (27 times) for a year. Use TCEQ approved forms.		
10	432	Total	Perform analysis of WQPs at 16 distribution entry point sites Use TCEQ approved forms		
11	432	Total	Report results to TCEQ and the City per the TCEQ required protocol.		
TOTAL PRICE FOR ALL FEES FOR ONE YEAR				\$ _____	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

("Company or Business Name")
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date