

**INVITATION FOR QUOTES**

**CITY OF CONROE**

**PLUMBING SERVICES AT CONROE TOWER**



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

**RESPONSES DUE NOVEMBER 17, 2021 @ 2:00 PM**

**CITY OF CONROE PURCHASING DEPARTMENT**

**CITY OF CONROE**

**1. Preparation of Bids:**

E-mail responses to Tammie Rushing on or before November 17, 2021 at 2:00.

**2. Questions and Inquires:**

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

Bidding Questions:

Kristina Colville, Purchasing Manager  
P.O. Box 3066  
Conroe, TX. 77305  
Office: 936-522-3838

Site Questions:

Tammie Rushing, Facilities Manager  
P.O. Box 3066  
Conroe, TX. 77305  
Office: 936-522-3040

**3. Evaluation and Award:**

The lowest hourly rate and the vendor that provides the best value for the City will be selected.

**4. Owners Rights:**

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 No bid may be withdrawn before 90 days after submittal.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) Hourly Rates for Services.                                    | 50 Pts. |
| b) Meets all qualifications and specifications described herein. | 20 Pts. |
| c) Bidder's principle place of business (§271.905).              | 10 Pts. |
| e) References of current customers.                              | 20 Pts. |

**5. Term of Contract:** This contract will be for the duration of the project located at the Conroe Tower: **Conroe Tower, 300 West Davis, Conroe Texas 77301**

**6. 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.

**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 requires bidders to supply, with this Invitation for Quotes, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

**11. Delivery of Proposals:**

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, November 17, 2021 at 2:00 PM. Any bids received after the time will not be opened.

**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. 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.

**16. 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.

**17. 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. The City shall be an additional named insured under the Contractors policy, which may not be reduced or terminated without ten (10) days written notice to the City.

	COVERAGE	LIMITS
A.	Worker's Compensation	- Minimum 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 Proposer's compliance with this section prior to commencing any work under this agreement.

**18. 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 IFB 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.

**19. 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.

**20. 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., 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.

**21. 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.

**22. 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 PURCHASING DEPARTMENT 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 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

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

**24. 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.

**25. Minimal Standards For Prospective Bidders:**

A prospective offeror must affirmably demonstrate their responsibility and meet the following requirements. The City may request representation and other information sufficient to determine offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

**Proposal 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 been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. 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.
- D. 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)

\_\_\_\_\_  
(E-Mail)

CITY OF CONROE, TEXAS

PLUMBING SERVICES BID

PLUMBING MAINTENANCE AND REPAIR SERVICES

1. SCOPE: This specification describes the requirements to provide plumbing maintenance and repair services at the Conroe Tower location.
2. RESPONDENT QUALIFICATIONS
  - 2.1. Respondent shall maintain a current State of Texas Master Plumbers License.
  - 2.2. Respondent shall have been in the commercial plumbing business for a minimum of five years, and have available a minimum work force of one or more State of Texas licensed commercial journeyman plumbers (plumbers) with a minimum of five years commercial plumbing experience. Apprentice plumbers (apprentices) shall have a minimum of one year of commercial plumbers experience.
  - 2.3. Respondent shall provide documentation of license and commercial experience for plumbers and apprentices when requested by City of Conroe.
3. REFERENCES: Respondent shall submit, with the bid, the name, address, telephone number and point-of-contact of at least three firms, for which the respondent provided commercial plumbing services within the preceding 24 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
4. SERVICE REQUIREMENTS
  - 4.1. Respondent shall furnish labor, miscellaneous parts, equipment, tools, transportation, methods of communication, and if required, miscellaneous services.
  - 4.2. Respondent shall provide qualified plumbers to perform the various duties as directed by the authorized City of Conroe representative. Respondent shall obtain approval from the authorized City of Conroe representative for service requiring an apprentice or more than one licensed plumber.
  - 4.3. Plumbers shall contact the authorized City of Conroe representative upon arrival at job site. Actual travel time to and from the job work location is not reimbursable under the purchase order. Travel cost shall be included in the hourly rate for labor. Plumbers shall ensure that the authorized City of Conroe representative logs the start and completion times on the service ticket for services performed. Plumbers shall provide the following on the service ticket: building number, floor, name of plumbers performing the work, and if applicable, the City of Conroe work order number issued for that job.
  - 4.4. All work required to correct any problems diagnosed by the vendor shall be approved by the authorized City of Conroe representative prior to work being performed. Respondent shall work until the job is completed.
  - 4.5. Any work requiring a separate license shall be performed under the applicable license as required under local or state law.
  - 4.6. Respondent shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized City of Conroe representative. Respondent shall remove

from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. The authorized City of Conroe representative shall approve the removal of all mechanical and electrical parts.

- 4.7. Respondent shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the respondent shall cover the furnishings and floor area located below the equipment prior to commencing work.
- 4.8. Respondent shall clean, repair or replace any item damaged by the respondent or its subcontractor(s) during the performance of the service to the satisfaction of City of Conroe, and at no additional cost to City of Conroe.
5. The respondent shall provide a cost estimate, which shall be approved by the authorized City of Conroe representative prior to any work being performed.
6. PERFORMANCE WARRANTY: Work performed under the purchase order shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical and Unified Building and Plumbing codes. The vendor shall guarantee all work included in the purchase order against any defects in workmanship; and shall satisfactorily correct, at no cost to City of Conroe, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by City of Conroe.
7. MATERIAL WARRANTY: Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MODELS OR MATERIALS ARE NOT ACCEPTABLE. The warranty period for respondent provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by City of Conroe. Respondent shall provide the authorized City of Conroe representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.
8. SAFETY
  - 8.1 Respondent shall provide all equipment and tools which shall be the appropriate type for the task to which its use has been assigned and shall be well maintained, calibrated, and in proper working order before use in the performance of the service.
  - 8.2 Respondent shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Respondent shall maintain a safe work environment at all times. Respondent shall report immediately to City of Conroe's authorized representative the existence of unsafe condition(s), which will compromise the performance of the service.
9. BUILDING RESTRICTIONS
  - 9.1 PARKING: The respondent shall make arrangements with the authorized City of Conroe representative prior to off-loading tools and equipment at the job site. Respondent shall park only in designated visitor parking spaces.
  - 9.2 RESTROOMS: Restroom shall not be used for washing of tools and equipment.
  - 9.3 SECURITY: The respondent shall provide and update the list of all personnel at the job site. Respondent shall comply with all security measures required by City of Conroe.



- 9.4 **ACCESS:** Respondent shall make prior arrangements with the authorized City of Conroe representative for access to the building(s) for performance of the service.
- 9.5 **PAYMENT:** Payment will be made in accordance with City of Conroe's Terms and Conditions.
- 9.6 If required on the IFB, miscellaneous services provided by subcontractors will be paid at the cost of the actual invoice from the subcontractor for these services. The respondent shall provide City of Conroe with copies of the actual invoices with an itemized list of the cost for these services. If the respondent provides miscellaneous services, these services will be paid at the cost approved by City of Conroe.
- 9.7 Payment shall require the submittal of an itemized invoice for the project, which shall include, but not be limited to the following information. This information may be provided as attachment(s) to the invoice. Respondent shall provide documentation supporting pricing including most current manufacturer's published suggested retail price list when so requested by City of Conroe.
- 9.7.1 Copies of all service tickets.
  - 9.7.2 Itemized work time and date of service with the labor charges.
  - 9.7.3 Itemized list of respondent supplied materials to include the page number, part number, and price as the current manufacturer's published suggested retail price list, less the applicable discount or mark-up.
  - 9.7.4 If applicable, copies of the actual invoices for miscellaneous services with an itemized list of the cost for the service.

## PLUMBING SERVICES BID PRICING PAGE

<b>ITEM 1 – LABOR RATES</b>		
<b>1.</b>	Per Hour Licensed Plumber Regular Time (Monday through Friday)	@ \$ _____/HR
<b>2.</b>	Per Hour Apprentice Plumber Regular Time (Monday through Friday)	@ \$ _____/HR
<b>3.</b>	Per Hour Licensed Plumber Premium Time (Evenings and Saturdays)	@ \$ _____/HR
<b>4.</b>	Per Hours Apprentice Plumber Premium Time (Evenings and Saturdays)	@ \$ _____/HR
<b>5.</b>	Per Hour Office Drafting, Clerical Support Submittals, Invoices etc.	@ \$ _____/HR

Company Name \_\_\_\_\_

## PLUMBING SERVICES BID PRICING PAGE Cont.

### ITEM 2 – MATERIALS MARK-UP FROM CONTRACTOR COST

Some materials will be supplied by the City of Conroe. Vendor must show proof of material cost and add their mark-up.

Materials mark-up % \_\_\_\_\_ over contractors cost.

### ITEM 3 – SERVICE/MOBILIZATION CHARGE

Per Job \$ \_\_\_\_\_

Company Name \_\_\_\_\_