

**INVITATION FOR BIDS**

**CITY OF CONROE**

**2018-1101 GYMNASIUM WOOD FLOORING SYSTEM  
C.K. RAY RECREATION CENTER**



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

**BIDS DUE NOVEMBER 1, 2018 @2:00 PM**

**CITY OF CONROE PURCHASING DEPARTMENT**

## NOTICE TO BIDDERS

The City of Conroe will receive sealed bids induplicate for a new wood gymnasium floor located at C.K. Ray Recreation Center in Conroe, Texas. The bid shall be appropriately marked “**2018-1101 Gymnasium Wood Flooring System at C.K. Ray Recreation Center Bid**” and delivered to the City Secretary 300 West Davis, 3<sup>rd</sup> Floor, Conroe Texas 77301. Proposals will be publicly opened and read on **Thursday, November 1, 2018 at 2:00 p.m.** in the 3<sup>rd</sup> Floor conference room at City Hall (300 West Davis).

Specifications and bidding documents may be secured from the City website, [www.cityofconroe.org](http://www.cityofconroe.org) with instructions for Vendor Registry.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

Pursuant to *Texas Local Government Code Section 252.043*, 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 10/15/18 & 10/22/18

**CITY OF CONROE, TEXAS**

**CITY OF CONROE  
PURCHASING DEPARTMENT  
REQUEST FOR SEALED BIDS**

Sealed Bids, **in duplicate**, shall be clearly marked **DO NOT OPEN, BID FOR 2018-1101 Gymnasium Wood Flooring System at C.K. Ray Recreation Center Bid** and mailed to the attention of the City Secretary, Soco Gorjon, City of Conroe, P. O. Box 3066, Conroe, Texas 77305 or Physical Address 300 W. Davis St. Conroe, Texas 77301.

Date: October 9, 2018

Bids will be received until: 2:00 P.M. on November 1, 2018

For: Parks Department



DESCRIPTION	LUMP SUM FOR TOTAL PROJECT
<p><b>Complete in place installation of new wood gymnasium floor including floor preparation, moisture testing, demo and disposal of old floor, cleaning of new floor after installation and maintenance instructions and moisture &amp; temperature ranges for new flooring.</b></p>	<p>\$ _____</p>

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

**CITY OF CONROE  
PURCHASING DEPARTMENT  
REQUEST FOR SEALED BIDS**

**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.**

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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.

Delivery can be made: \_\_\_\_\_ Cash Discounts \_\_\_\_\_ % \_\_\_\_\_ Days

Names of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

## CITY OF CONROE

### 1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bids *in duplicate* on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked “**2018-1101 Gymnasium Wood Flooring System at C.K. Ray Recreation Center Bid**”. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

### 2. Questions and Inquiries:

Bid Process:

Kristina Colville, Purchasing Manager  
[kcolville@cityofconroe.org](mailto:kcolville@cityofconroe.org)  
Office: 936-522-3830

Specification:

Mike Cantu, Rec Center Supervisor  
[mcantu@cityofconroe.org](mailto:mcantu@cityofconroe.org)  
Office: 936-522-3903

### 3. Submission of Bids:

Two (2) copies of each proposal shall be **CLEARLY MARKED “2018-1101 Gymnasium Wood Flooring System at C.K. Ray Recreation Center Bid”** and submitted by mail or in person 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: November 1, 2018 @ 2:00 PM

Mailing Address: City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77301

### 4. Reservations:

The City of Conroe reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this Bid Request if found in the best interest of the City.

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

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

5. **Owner:**

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

***Best Value Selection Criteria:***

- |   |         |
|---|---------|
| a) Purchase price.                                  | 20 Pts. |
| b) Meets all bid specifications.                    | 20 Pts. |
| c) Bidder's principal place of business (§271.905). | 10 Pts. |
| d) References                                       | 20 Pts. |
| e) Project Timeline                                 | 30 Pts. |

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. **Bidders:**

Bidders desiring Purchasing information or interpretation must request such information or interpretation from Kristina Colville, Purchasing Manager, (936-522-3830). Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. **Communications:**

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

9. **Substitutions:**

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

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evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

**10. Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

**11. References:**

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like equipment have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number. *The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation and State Laws.*

**12. Delivery of Bids:**

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

**13. Corrections:**

Erasures or other corrections in the bid must be noted over with the bidder's initials.

**14. Materials and Services:**

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

**15. Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

**16. Ethical Standard:**

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

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

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**

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

(Sample Forms are attached)

([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

**17. Price of Materials and Sales Tax:**

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

**18. 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.

**19. 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.

**20. Alternate Bid Item:**

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



**21. Unit Price:**

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.

**22. Payment:**

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

**23. Bid Agreements and Certification:**

**The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid 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 bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

**By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

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



# CITY OF CONROE

Est. 1904

## Gymnasium Wood Flooring System Specs for C.K. Ray Recreation Center

Location: 1203 Candy Cane Lane, Conroe, TX 77301

6,600 sq. ft. gymnasium

- Moisture test performed in several parts of the gym floor prior to starting
- Provide any needed repairs to concrete/shimming to meet wood floor flatness requirement of 1/8" in 10ft.
- Provide a timeline for demo and installation
- Demo & Dispose of existing plastic (Sport Court) gym floor

### Install:

- Random Length Maple Flooring 2<sup>nd</sup> & Better Grade (straight-lay pattern only)
- 2 layers 1/2" CD-X plywood
- 1/2" Foam
- 6 mil. poly moisture barrier
- Sanded with 2 coats PoloPlaz oil-based wood sealer
- 2" Game lines (full court basketball & volleyball, 4 pickleball courts, and 2 cross court basketball courts), Game line paint shall be compatible with finish, Games lines contrasting color at owner's determination
- Center Court Logo
- 2 coats PoloPlaz World Class oil-based gym finish
- 3" X 4" BLACK Rubber vent cove wall base, mitering inside corners and anchoring to walls with base cement or screws and anchors.
- 2 ADA door transition/ramps - Aluminum Thresholds
- 1 Slab check trip is included
- Flooring shall be stored on the premises before installation commences as required for acclimation. Final determination as to acclimation will be made by the flooring contractor.
- Provide employee badges & background checks on those working in the facility.
- Installation company shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.
- Remove excess and waste materials from the area of work.

- Provide final dusting of gym, bleachers, and ductwork, etc.
- Upon completion of floor installation, send to owner or individuals in charge and responsible for the upkeep of the building a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

# 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:

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(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