

INVITATION FOR BIDS

CITY OF CONROE

TIRES FOR THE CITY OF CONROE FLEET BID



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

RESPONSES DUE SEPTEMBER 14, 2017

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids in duplicate for Fleet Tires. The bids shall be appropriately marked “**Tires for the City of Conroe Fleet Bid**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Tuesday, September 14, 2017 at 2:00 p.m.** in the 3rd Floor conference room at City Hall (300 West Davis).

Bid specifications and bidding documents may be secured from www.cityofconroe.org, departments, purchasing.

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

The City of Conroe reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids. The City also reserves the right to award the bid to the bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City taking certain evaluation factors into consideration as set forth in the bidding documents.

CITY OF CONROE, TEXAS

cc: 8/26/17 & 8/31/17

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, in a sealed envelope marked "**821-2017 Tires for the City of Conroe Fleet Bid**". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. 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 No bid may be withdrawn before 90 days after submittal.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) Reasonableness of costs. | 40 Pts. |
| b) The quality of the bidders goods or services. | 20 Pts. |
| c) The reputation of the bidder and of the bidders goods and services. | 20 Pts. |
| d) The extent to which the goods or services meet the City's needs. | 10 Pts. |
| f) The bidders past relationship and performance with the City. | 10 Pts. |

3. Bidders:

Bidders desiring further 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 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.

10. Corrections:

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

11. 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.

12. 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.

13. Ethical Standard:

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

❖ **1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

The two 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 therefore disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached) Bid # 821-2017

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

14. 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.

15. 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 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.

16. 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 Invitation to Bid 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.

17. 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.

18. 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.

19. 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.

20. Term of Contract:

The City of Conroe shall have the right to cancel this contract after giving thirty (30) days written notice for unresolved problems. Otherwise this contract will be a four (4) year contract for Fleet Tires. Vendor will honor their bid price for the first year of the contract with no changes. For each consecutive year of the contract, price increases will be at the sole discretion of the City of Conroe.

The proposer shall indicate below the maximum percentage of price increase applicable for year 2, year 3 and year 4 of the contract.

Year 2 _____% maximum price increase

Year 3 _____% maximum price increase

Year 4 _____% maximum price increase

21. 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 Fleet Tire Bid Pricing Page

ARTICLE	MFG	TIRE PATTERN	TIRE TYPE	UTQG	SIZE	PLY	SR/LR	SW	EXP. DATE	QTY	PRICE PER TIRE	TOTAL PRICE
23189	FIRESTONE	FRHWK GT V PRST	PERSUIT	340	P265/60R17		V	BL	_____	219	\$_____	\$_____
23308	FIRESTONE	FRHWK GT Z PRST	PERSUIT	340	P235/50R18	XL	W	BL	_____	281	\$_____	\$_____
03874	FIRESTONE	FRHWK GT Z PRST	PERSUIT	340	P235/55R17		W	BL	_____	86	\$_____	\$_____
98048	FIRESTONE	DESTLE2	PASSENGER	520	P255/65R17		T	BL	_____	36	\$_____	\$_____
156558	FIRESTONE	FS560 PLUS	MED TRUCK		11R22.5	16			_____	4	\$_____	\$_____
156582	FIRESTONE	FS560 PLUS	MED TRUCK		11R24.5	16			_____	6	\$_____	\$_____
157147	FIRESTONE	T819	MED TRUCK		315/80R22.5	20			_____	14	\$_____	\$_____
211206	FIRESTONE	FD663	MED TRUCK		11R22.5	16	L		_____	20	\$_____	\$_____
227074	FIRESTONE	FD690 PLUS	MED TRUCK		225/70R19.5	14			_____	50	\$_____	\$_____
281069	FIRESTONE	FD663	MED TRUCK		11R24.5	14			_____	30	\$_____	\$_____
	HI-RUN		TRAILER TIRE		ST235/85R16	10			_____	31	\$_____	\$_____
	HI-RUN		TRAILER TIRE		ST255/90R16	14			_____	8	\$_____	\$_____
00177	FIRESTONE	FRHWK GTZ PRST	PASSENGER		245/55R18				_____	26	\$_____	\$_____
001741	BRIDGESTONE	M860A	HEAVY TRUCK		425/65R22.5	16			_____	8	\$_____	\$_____
TOTAL BID										\$ _____		

COMPANY NAME _____

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.

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