

INVITATION FOR BIDS

CITY OF CONROE

BID #0321-2024 - LABORATORY TESTING SERVICES BID



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

RESPONSES DUE MARCH 22, 2024

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive sealed bids electronically through Vendor Registry or in duplicate for Lab Testing Services. The proposals shall be appropriately marked "**Bid # 0321-2024 City of Conroe Lab Testing Services**" and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, March 21, 2024**, at **2:00 p.m.** in the 1st Floor Council Chambers at City Hall (300 West Davis).

Specifications and bidding documents may be secured from www.cityofconroe.org, departments, purchasing, Vendor Registry.

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

The City of Conroe reserves the right to reject any and all offers, award parts of bids, award to multiple vendors and to waive informalities in submission of bids. The City of Conroe also reserves the right to award this proposal to the most qualified responsible bidder meeting all the specifications who provides goods or services at the best value for the City.

CC: 3/4/24 & 3/11/24

CITY OF CONROE, TEXAS

CITY OF CONROE

PROJECT OVERVIEW

The City of Conroe is requesting bids for Laboratory Testing Services to include sample collection and testing Carbonaceous Biochemical Oxygen Demand, Total Suspended Solids, Ammonia Nitrogen, Total Dissolved Solids, Nitrate Nitrogen, Sulfate, Chloride, Escherichia Coli, and water quality parameters as set forth in the scope of services and requirements.

SCOPE OF SERVICES AND REQUIREMENTS

MINIMUM QUALIFICATIONS

1. Lab Certifications-Copies of EPA required QA/QC studies performed in the last five years of all required by the City's Discharge Permit parameters and the City's Industrial Pretreatment Program.
2. Provide a list of the certifications and experience of key lab personnel performing the required testing.
3. Provide test methods used for compliance sampling as listed in 40 CFR136.
4. Provide the names of any outside testing contractors used and what testing they will perform.
5. Lab to be inspected by the City of Conroe's plant personnel.
6. Provide your status of your Lab's NELAC certification.
7. All Laboratory test must comply with the requirement in 30 TAC 25, Environmental Testing and Laboratory Accreditation and Certification
8. Laboratory shall provide City of Conroe with an approved Chain of Custody form for all sampling.
9. Laboratory shall provide all sampling bottles for all samples listed.
10. Laboratory must give weekly sample result updates to designated Wastewater Treatment Staff.
11. All final reports are to be submitted not later than the 12th day from final sample.
12. All testing facilities must be within 50 mile radius of Conroe, TX.
13. City of Conroe staff will collect all samples and store in a secure storage at the wastewater facility. Laboratory Staff will pick up samples from secured storage at the wastewater facility daily between 8:30am-3:30pm Monday –Friday, and 8:30am -3:30pm on weekends and holidays.

SCOPE AND SPECIFICATIONS

The laboratory must provide sample containers for daily pick up of the following compliance sampling. The chosen laboratory cannot contract out more than 5% of the testing to other outside laboratories and must use the City's Chain of Custody or provide a Chain of Custody approved by the City. Awarded Lab must be able to report Grease and Oil (Hexane Extractable Material) FOG (fats, oils and grease), and SGT-HEM (silica gel treated hexane extractable material) using EPA method 1664.

INDUSTRIAL PRETREATMENT SPECIFICATIONS

The Industrial Pretreatment Program monitors the discharge of Twenty-Two (22) regulated industries in Conroe, some infrequently and some more frequently, but all at least once per year for pollutants as required in our State and Federal permits. The number of samples will vary from Industry to Industry. The commercial laboratory must collect all samples, using the City's Chain of

Custody's form. Sampling may include grab samples, composite grab samples, timed composite samples, flow proportioned composite samples, and time discrete composite samples. The City may require sampling at more than one outfall over the same period of time. The lab must be able to test to the required MAL level established by regulating entity. Sample containers, preservation techniques and holding times must comply with requirements of 40 CFR 136.3 Table II.

All samples will be held in a refrigerated or iced storage container while in transport to the laboratory. The City's Chain of Custody or approved Chain of Custody must be maintained from the time of collection to entry into the laboratory. The City requires reasonable report turnaround of 2 to 3 weeks.

Note: The exact number of samples for the Pretreatment Program cannot be determined. A minimum of Forty-Four (44) event samples will be taken yearly at different locations within the City limits of Conroe by the Laboratory and tested via accepted chain of custody procedures.

Special Conditions: Sub-contracting

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

SCOPE AND SPECIFICATION PRICING:

Item #	Qty.	Frequency	Description	Fee per Sample	Fee per Year
1	365	Daily	Pick up and provide daily Effluent testing for Carbonaceous Biochemical Oxygen Demand (5) – (C-BOD(5)) for the Southwest Wastewater Treatment Plant (SW WWTP)		
2	365	Daily	Pick up and provide daily Effluent testing for Total Suspended Solids (TSS) for the Southwest Wastewater Treatment Plant (SW WWTP)		
3	365	Daily	Pick up and provide daily Effluent testing for Ammonia Nitrogen (NH3-N) for the Southwest Wastewater Treatment Plant (SW WWTP)		
4	365	Daily	Pick up and provide daily Effluent testing for Total Dissolved Solids (TDS) for the Southwest Wastewater Treatment Plant (SW WWTP)		
5	365	Daily	Pick up and provide daily Effluent testing for Nitrate Nitrogen (NO3-N) for the Southwest Wastewater Treatment Plant (SW WWTP)		
6	365	Daily	Pick up and provide daily Effluent testing for Sulfate (SO4) for the Southwest Wastewater Treatment Plant (SW WWTP)		
7	365	Daily	Pick up and provide daily Effluent testing for Chloride (CL-) for the Southwest Wastewater Treatment Plant (SW WWTP)		

Item	Qty.	Frequency	Description	Fee Per Sample	Fee Per Year
8	365	Daily	Pick up and provide daily Effluent testing for Escherichia coli (E-Coli) for the Southwest Wastewater Treatment Plant		
9	365 (+/-)	Daily	Pick up and provide daily Influent testing for Carbonaceous Biochemical Oxygen Demand (5) – (C-BOD(5)) for the Southwest Wastewater Treatment Plant (SW WWTP)		
10	365 (+/-)	Daily	Pick up and provide daily Influent testing for Total Suspended Solids (TSS) for the Southwest Wastewater Treatment Plant (SW WWTP)		
11	365 (+/-)	Daily	Pick up and provide daily Influent testing for Ammonia Nitrogen (NH3-N) for the Southwest Wastewater Treatment Plant (SW WWTP)		
12	365 (+/-)	Daily	Pick up and provide daily Influent testing for Total Dissolved Solids (TDS) for the Southwest Wastewater Treatment Plant (SW WWTP)		
13	365 (+/-)	Daily	Pick up and provide daily Influent testing for Nitrate Nitrogen (NO3-N) for the Southwest Wastewater Treatment Plant (SW WWTP)		
14	365 (+/-)	Daily	Pick up and provide daily Influent testing for Sulfate (SO4) for the Southwest Wastewater Treatment Plant (SW WWTP)		
15	365 (+/-)	Daily	Pick up and provide daily Influent testing for Chloride (CL-) for the Southwest Wastewater Treatment Plant (SW WWTP)		
16	365 (+/-)	Daily	Pick up and provide daily Influent testing for Alkalinity for the Southwest Wastewater Treatment Plant (SW WWTP)		
17	4	Quarterly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table III of 40 CFR Part 122 Appendixes D		
18	1	Yearly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table II of 40 CFR Part 122 Appendixes D and 30 TAC Chapter 307 Pollutants		
19	1	Yearly	Pick up and provide testing for Sewer Sludge in accordance with the method specified in both 40 CFR 261, Appendix II and 40 CFR 268, Appendix I (Toxicity Characteristic Leaching Procedure)		
20	1+	Yearly	Provide portable samplers for sampling, pick up and provide testing for City of Conroe Industrial Pretreatment Program's 10 SIU's for all the samples listed in the Table I. below		

Item	Qty.	Frequency	Description	Fee Per Sample	Fee Per Year
21	4	Quarterly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table III of 40 CFR Part 122 Appendixes D		
22	1	Bi annual	Provide portable samplers for sampling, pick up and provide testing for City of Conroe Industrial Pretreatment Program's 10+ Zero Discharge industries for the 13 Local Limits listed in Table II. below		
23	1	Yearly	Pick up and provide testing for Sewer Sludge in accordance with the method specified in both 40 CFR 261, Appendix II and 40 CFR 268, Appendix I (Toxicity Characteristic Leaching Procedure)		
24	1+	Bi annual	Provide portable samplers for sampling, pick up and provide testing for City of Conroe Industrial Pretreatment Program's 10 SIU's for all the samples listed in the Table I. below		
25	365	Daily	Pick up and provide daily Effluent testing for Carbonaceous Biochemical Oxygen Demand (5) – (C-BOD(5)) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
26	365	Daily	Pick up and provide daily Effluent testing for Total Suspended Solids (TSS) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
27	365	Daily	Pick up and provide daily Effluent testing for Ammonia Nitrogen (NH3-N) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
28	365	Daily	Pick up and provide daily Effluent testing for Total Dissolved Solids (TDS) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
29	365	Daily	Pick up and provide daily Effluent testing for Nitrate Nitrogen (NO3-N) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
30	365	Daily	Pick up and provide daily Effluent testing for Sulfate (SO4) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
31	365	Daily	Pick up and provide daily Effluent testing for Chloride (CL-) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
32	365	Daily	Pick up and provide daily Effluent testing for Escherichia coli (E-Coli) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		

Item	Qty.	Frequency	Description	Fee Per Sample	Fee Per Year
33	365 +/-	Daily	Pick up and provide daily Influent testing for Carbonaceous Biochemical Oxygen Demand (5) – (C-BOD(5)) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
34	365 +/-	Daily	Pick up and provide daily Influent testing for Total Suspended Solids (TSS) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
35	365 +/-	Daily	Pick up and provide daily Influent testing for Ammonia Nitrogen (NH3-N) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
36	365 +/-	Daily	Pick up and provide daily Influent testing for Total Dissolved Solids (TDS) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
37	365 +/-	Daily	Pick up and provide daily Influent testing for Nitrate Nitrogen (NO3-N) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
38	365 +/-	Daily	Pick up and provide daily Influent testing for Sulfate (SO4) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
39	365 +/-	Daily	Pick up and provide daily Influent testing for Chloride (CL-) for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
40	365 +/-	Daily	Pick up and provide daily Influent testing for Alkalinity for the Conroe Central Wastewater Treatment Plant (CC WWTP)		
41	4	Quarterly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table III of 40 CFR Part 122 Appendixes D		
42	1	Yearly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table II of 40 CFR Part 122 Appendixes D and 30 TAC Chapter 307 Pollutants		
43	1	Yearly	Pick up and provide testing for Sewer Sludge in accordance with the method specified in both 40 CFR 261, Appendix II and 40 CFR 268, Appendix I (Toxicity Characteristic Leaching Procedure)		
44	1+	Yearly	Provide portable samplers for sampling, pick up and provide testing for City of Conroe Industrial Pretreatment Program's 10 SIU's for all the samples listed in the Table I. below		

Item	Qty.	Frequency	Description	Fee Per Sample	Fee Per Year
45	4	Quarterly	Pick up and provide testing on Influent and Effluent for the Toxic Pollutants listed in Table III of 40 CFR Part 122 Appendixes D		
46	1	Yearly	Pick up and provide testing for Sewer Sludge in accordance with the method specified in both 40 CFR 261, Appendix II and 40 CFR 268, Appendix I (Toxicity Characteristic Leaching Procedure)		

Company Name _____

TABLE I

City of Conroe Industrial Pretreatment Program Annual Sample Schedule

April, 2018		Oct/Nov, 2018	
24 Hr. Composite	Grab	24 Hr. Composite	Grab
Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate	Outfall 001: pH, Oil & Grease, Total Cyanide, TTO	Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate Outfall 002: TOTAL: Fluoride, Manganese, Phosphorus, Chromium, Copper, Zinc	Outfall 001: pH, Oil & Grease, Total Cyanide, TTO Outfall 002: pH, Oil and Grease, TTO
Sample type (LL) = Local Limits - All 24 hr Composites except Cyanide which is grab		Arsenic, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Silver, Zinc, Cyanide	
		Outfall 001: BOD-5, TSS, (LL), Chloride, TDS, Sulfate	Outfall 001: pH, HEM, (SGT-HEM), TOTAL: Phenol, Cyanide
		Outfall 001: BOD-5, TSS, (LL), Chloride, TDS, Sulfate	Outfall 001: pH, HEM, (SGT-HEM), TOTAL: Phenol, Cyanide
		Outfall 001: BOD-5, TSS (LL), Chlorides, TDS, Sulfate	Outfall 001: pH, HEM, (SGT-HEM), TOTAL: Phenol, Cyanide
Outfall 001: BOD-5, TSS Chlorides, TDS, Sulfate (LL)	Outfall 001: pH, Oil & Grease, TTO	Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate Outfall 002: TOTAL: Fluoride, Manganese, Phosphorus, Chromium, Copper, Zinc	Outfall 001: pH, Oil & Grease, Total Cyanide, TTO Outfall 002: pH, Oil and Grease, TTO
	Outfall 001: pH, BOD-5, , TSS,		Outfall 001: pH, COD, BOD-5, , TSS, TOC Chlorides, TDS, Sulfate, (LL)
		Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate	Outfall 001: pH, Oil & Grease, Total Cyanide
		Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate	Outfall 001: pH, HEM, TOTAL: Phenol, Cyanide
		Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate, Ammonia	Outfall 001: pH, HEM, TOTAL: Phenol, Cyanide
	Outfall 002: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate, pH	Outfall #002: Priority Pollutant Scan composites, molybdenum, zirconium	Outfall #002: Priority Pollutant scan grabs
		Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate, TOC, COD, Ammonia, Acetone	Outfall 001: pH, (FOG), BTEX, Flashpoint, Tetrhydrothiophene , Total Petroleum Hydrocarbons, Cyanide, Phenols
		Outfall 001: BOD-5, TSS, (LL) Chlorides, TDS, Sulfate	Outfall 001: pH, HEM, TOTAL: Phenol, Cyanide
		Outfall 001: BOD-5, TSS, (LL), Chlorides, TDS, Sulfate , Ammonia, Total Organic Carbon	Outfall 001: pH, closed cup flashpoint

Sample type Ammonia = Ammonia as Nitrogen, NH3; BTEX = benzene toluene, ethylene, and xylene

TABLE II:

<u>Sample type (LL) = Local Limits – All 24 hr Composites except Cyanide which is grab</u>	<u>Aluminum, Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Mercury, Nickel, Silver, Zinc, Cyanide</u>

I have read and understand the conditions / specifications above:

Name: _____

Company: _____

TERMS, CONDITIONS AND CLAUSES

- 1.0 **Owner** - The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in the bids. The award will be made to the bidder who provides the goods and services at the best value for the City.
- 2.0 **Questions and Inquires** -Bidder's desiring further information or interpretation must request such information in the questions section of Vendor Registry.
- 3.0 **Submission of Bids** - Submit electronically through Vendor Registry or deliver one original and three copies to the City Secretary's Office

Contact: Soco M. Gorjon, City Secretary
300 West Davis, 3rd Floor
Conroe, TX. 77301
- 4.0 **Information Clarification** - All questions shall be asked through Vendor Registry. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.
- 5.0 **Substitutions** - Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.
- 6.0 **References** - The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.
- 7.0 **Materials and Services** - The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

- 8.0 **Price of Materials and Sales Tax-** Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment.

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

- 9.0 **Antitrust Affirmation** - The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Contractor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Contractor have violated any federal antitrust law; and (3) neither I nor any representative of the Contractor have directly or indirectly communicated any of the contents of this Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.
- 10.0 **Assignment** - Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.
- 11.0 **Buy Texas Affirmation** - In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.0 **Child Support Obligation Affirmation** - Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).
- 13.0 **Contracting Information Responsibilities** - In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 14.0 **COVID-19 Vaccine Passport Prohibition** - Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a city-funded contract.

- 15.0 **Data Management and Security Controls** - In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the City of Conroe as evidence of Contractor's compliance with the required controls.
- 16.0 **Dealings with Public Servants Affirmation** - Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
- 17.0 **Debts and Delinquencies Affirmation** - Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the City of Conroe, Montgomery County, State of Texas.
- 18.0 **Disaster Recovery Plan** - In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- 19.0 **Dispute Resolution (General)** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
- 20.0 **Energy Company Boycotts** - If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.
- 21.0 **Entities that Boycott Israel** - If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.
- 22.0 **Excess Obligations Prohibited:** - The contract is subject to termination or cancellation, without penalty to the City, either in whole or in part, subject to the availability of City funds.
- 23.0 **Excluded Parties:** - Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control
- 24.0 **False Statements** - Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract
- 25.0 **Financial Participation Prohibited** - Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 26.0 **Foreign Terrorist Organizations** - Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

- 27.0 **Firearm Entities and Trade Associations Discrimination** - If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate in its Response and state why the verification is not required.
- 28.0 **Governing Law and Venue** - The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Montgomery County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
- 29.0 **Human Trafficking Prohibition** - Prohibition Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate
- 30.0 **Indemnification:** BIDDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF CONROE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE CITY ATTORNEY WHEN THE CITY IS NAMED DEFENDANT IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE CITY ATTORNEY. BIDDER AND CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 31.0 **No Conflict of Interest** - Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 32.0 **Prior Disaster Relief Contract Violation** - Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 33.0 **Public Information Act** - Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the city pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.
- 34.0 **Signature Authority** - By submitting the Response, Bidder represents and warrants that the individual submitting this document and the documents made part of this Response is

authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.

- 35.0 **City's Right to Audit** - The City may appoint an auditor to conduct an audit or investigation of any entity receiving funds from the City directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the City auditor, under the direction of the City Council, to conduct an audit or investigation in connection with those funds. Under the direction of the City Council, an entity that is the subject of an audit or investigation by the City auditor must provide the City auditor with access to any information the City auditor considers relevant to the investigation or audit.
- 36.0 **Suspension and Debarment** - Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.
- 37.0 **Terms and Conditions Attached to Response** - Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 38.0 **Texas Bidder Affirmation** - Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 39.0 **Americans with Disabilities Act** - Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
- 40.0 **Change in Law and Compliance with Laws** - Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 41.0 **Disclosure of Interested Parties** - Contractor represents and warrants that if selected for award of a contract as a result of the Solicitation, Contractor will submit to the City of Conroe a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
- 42.0 **Discounts** - If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify City in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.
- 43.0 **Equal Employment Opportunity** - Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 44.0 **Force Majeure** - Neither Contractor nor City shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid,

and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

- 45.0 **Immigration** - Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*) and all subsequent immigration laws and amendments.
- 46.0 **Independent Contractor** - Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the City.
- 47.0 **Legal and regulatory actions** - Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Contractor represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract
- 48.0 **Limitation on Authority** - Contractor shall have no authority to act for or on behalf of City except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense or liability of any kind on behalf of the City.
- 49.0 **Lobbying Prohibition** - Contractor represents and warrants that City's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- 50.0 **No Implied Waiver** - The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 51.0 **No Quantity Guarantees** - Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 52.0 **No Third- Party Beneficiaries** - The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 53.0 **Record Retention** - Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

- 54.0 **Refund** - Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 55.0 **Severability** - If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 56.0 **Sovereign Immunity** - The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the City of any immunities from suit or from liability that the City may have by operation of law.
- 57.0 **Subcontractors** - Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
- 58.0 **Survival** - Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 59.0 **Termination for Convenience** - Agency may terminate the contract for convenience on thirty (30) calendar days' written notice. There is no buy out or other amounts due if Agency terminates early. Upon termination under this provision, Contractor shall refund to Agency any amounts attributable to the terminated months within thirty (30) days of the termination.
- 60.0 **Insurance Requirements:**

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

The Bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

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

- 61.0 **Conditions of Work** - Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the

plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligations to furnish material and labor necessary to complete the project.

- 62.0 **Conditions of Conduct** - At all times any agent, officer, or employee of Bidder 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 Bidder.
- 63.0 **Alternate Items** - No alternate bids or bid items will be considered unless they are specifically requested by the proposal.
- 64.0 **Unit Prices** - 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.
- 65.0 **Corrections** - Erasures or other corrections in the bid must be noted over the signature of the bidder.
- 66.0 **Withdrawal of Bids** - Bids may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the above will be returned promptly.
- 67.0 **Award of / Rejection of Bids** - The City reserves the right to consider as unqualified to do the work, any bidder who does not habitually perform with his own forces, the major portions of the work involved in construction of the improvements embraced in this contract.
- 68.0 **Change Orders** - The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PARKS SUPERINTENDENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order of for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - Actual field cost of the work, plus fifteen (15) percent.

- 69.0 **Payment** - The Utility Billing Manager shall review all Contractors' application for payment and supporting data to determine the amount owed to the Contractor. Once approved payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

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

71.0 **E-Verify Program:** Executive Order No. RP-80 Tex. Att'y Gen. Op. No. KP-70 (2016) - Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
1. all persons employed by Respondent to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.

72.0 **Bid Agreement and Certification:**

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the bidder, authorized to represent the bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.

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

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

**ATTACH CERTIFICATE OF LIABILITY INSURANCE
(HERE)**

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