

**CITY OF CONROE
PURCHASING DEPARTMENT
REQUEST FOR QUOTES**

Quotes shall be clearly marked **DO NOT OPEN, QUOTE FOR** [“City of Conroe Pond and Fountain Maintenance Services”](#) and E-Mailed back to Lauren Arnold, Parks Superintendent. larnold@cityofconroe.org 936-522-3843.

Date: July 22, 2020

Quotes are due: 2:00 P.M. on Monday August 3, 2020

Requesting Dept: Parks & Recreation Department

Materials or Services to be delivered FOB to Conroe Texas.



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.**

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.

Work Can Begin: _____ Cash Discounts _____ % _____ Days

Name of Business: _____

Mailing Address: _____

City _____ State _____ Zip _____

By: _____ Title _____

Phone: _____ E-Mail: _____

CITY OF CONROE

1.0 Owner:

The City reserves the right to award parts of quotes, reject any or all quotes and to waive technical irregularities in the quotes. The 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 selection criteria below.

Best Value Selection Criteria:

- | | |
|--|---------|
| a) Purchase price. | 25 Pts. |
| b) Qualifications to perform this type of service. | 25 Pts. |
| c) Past experience and relationship with the City. | 15 Pts. |
| d) References of current customers. | 10 Pts. |
| e) Proof of Insurance | 25 Pts. |

2.0 Questions and Inquires:

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

For Purchasing Questions:

Dan Neumann, Purchasing Buyer
Office: 936-522-3829
dneumann@cityofconroe.org

For Technical Questions:

Lauren Arnold, Parks Superintendent
Office: 936-522-3843
Fax: 936-522-3844
larnold@cityofconroe.org

3.0 Submission of Quotes:

One copy of each quote shall be submitted to the e-mail address below by the time and date set fourth. Responses received later than the due date will not be accepted.

Due Date: Monday August 3, 2020 @ 2:00 PM

Contact: Lauren Arnold, Parks & Recreation
P.O. Box 3066
Conroe, TX. 77305
E-mail Response to: larnold@cityofconroe.org

4.0 Information Clarification:

Vendors desiring further information or interpretation must request such information or interpretation from the Lauren Arnold (936-522-3843) 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 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.

10.0 Insurance Requirements:

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

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

11.0 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.

12.0 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.

13.0 Alternate Items:

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

14.0 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.

15.0 Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

16.0 Withdrawal of Quotes:

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.

17.0 Award of / Rejection of Quotes:

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.

18.0 Equal Employment Opportunity:

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

19.0 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.

Change Orders Continued:

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.

20.0 Payment:

The Parks Superintendent 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.

21.0 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.

22.0 Scope Of Work:

The purpose of this contract is to provide preventative measures to reduce the occurrence of unsightly, unsafe, or unhealthy conditions in the City ponds/waterways through routine inspections of water quality and fountain/aerator operations, aquatic vegetation control, wildlife control/management and trash/debris removal. The City's priority is to avoid fish kills while controlling vegetation growth and extending the life of waterway features such as fountains, aerators and lighting.

23.0 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 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 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)

E-Mail Address

**ANNUAL POND & FOUNTAIN MAINTENANCE SERVICES QUOTE
CITY OF CONROE**

SCOPE OF WORK

1.0 OBJECTIVE

- ❖ The objective of this bid is to obtain pond & fountain maintenance services for the City of Conroe. It is the intent of these specifications for the Contractor to provide a complete, timely, safe, and professional job during the duration of the contract. The purpose of these specifications is to describe the minimum requirements of the City of Conroe for an Annual Pond & Fountain Maintenance Services Contract. **The contract will be for twelve (12) months with the option for renewal of three (3) years at no change in price.**

2.0 GENERAL SPECIFICATIONS

- ❖ Bids are based by function, frequency, and annual total of each function.
- ❖ All bidders must meet or exceed the minimum specifications to be considered as a valid bid.
- ❖ The Contractor will be monitored by the Parks and Recreation Director and/or their representative(s).
- ❖ The Contractor is an independent contractor and not an agent or employee of the City. The Contractor shall provide all labor, materials and equipment necessary to provide the services required by this agreement. The Contractor shall have control over the execution of the work and shall have sole responsibility and obligation for the hiring and supervision of its employees. **THE CONTRACTOR SHALL BE SOLEY RESPONSIBLE FOR THE SAFETY OF ITS EMPLOYEES.**
- ❖ The Director or his representative will have the right to add or delete any scheduled maintenance cycle based on an as-needed basis (i.e. prevailing weather, drought, special events, etc.).
- ❖ The Contractor shall submit to the City a proposed maintenance schedule. Maintenance services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless approved otherwise by the Director or his representative(s). The Contract's schedule shall be flexible to allow for changes to program or event schedules. No work shall be performed on weekends or holidays, unless specifically approved by the Director or his representative.
- ❖ The Contractor shall provide all equipment, labor, trucks, and materials necessary to perform the required services. No equipment, materials or personnel shall be provided by the City of Conroe.
- ❖ The Contractor shall have adequate backup equipment in reserve to allow for breakdowns. Insufficient equipment shall be cause for rejection of any and all bids. A list of equipment may be requested by the City.
- ❖ The Contractor is responsible for the behavior of his/her employees. The Contractor's employees will act and conduct themselves in a professional manner at all times while performing maintenance for the City. Any contact with the public must be courteous. The Contractor must have a supervisor on site at all times who can communicate in the English language.

- ❖ The Contractor and/or his/her employees shall have a clean and professional appearance. The Contractor and/or his/her employees shall be required to work in a clean uniformed shirt. Uniformed shirt shall indicate company's name in a manner that is clearly identifiable to the public. Cutoffs, torn or ripped clothing, or shirtless employees will not be acceptable.
- ❖ The Contractor shall be responsible for replacement or compensation for damage to any City property as a result of his/her work.
- ❖ Smoking is prohibited on all City properties. The Contractor and/or his/her employees shall refrain from using tobacco and non-tobacco (vaping) products while on City property.
- ❖ Any hazardous conditions or damaged City property observed during normal maintenance or as the result of the Contractor's maintenance must be reported immediately by the Contractor to the Parks and Recreation Administration office at (936) 522-3842.
- ❖ The Contractor shall correspond via email, telephone or fax with the Director or his representative(s) daily to report work completed each day that maintenance is performed under this contract.
- ❖ The Contractor shall provide a valid telephone and/or cell phone number that will be answered at all times during normal working hours.
- ❖ The Contractor is responsible for visiting each site prior to submitting a bid for this contract. NO EXCEPTIONS WILL BE MADE AFTER BID IS AWARDED.
- ❖ Some sites and facilities will require performing services on certain days and times to minimize disruption of services and/or programs.
- ❖ The bid shall include the BID SHEET for a duration of twelve (12) months.
- ❖ The Contractor MUST submit BID SHEET to qualify as an acceptable bid.
- ❖ The Contractor shall provide three valid names, addresses, and telephone numbers of references in which the Contractor has performed similar services.
- ❖ The contract will begin on an agreed upon date and serve for twelve (12) months. This contract may be renewable at the discretion of the City of Conroe for three (3) additional one (1) year periods at no change in price, provided the successful bidder has performed satisfactorily. The City of Conroe reserves the right to end the contract at its discretion. A thirty (30) day written termination notice is required by either the Contractor or the City of Conroe to terminate this contract.
- ❖ Invoices may be submitted monthly for completed work. NO PAYMENT WILL BE MADE FOR INCOMPLETE WORK. Acceptance by the City of Conroe shall constitute all items bid being received and in good working order to the City of Conroe's satisfaction. If a site is determined to be unsatisfactory the Contractor will have 24 hours after notification by the City of Conroe to comply otherwise the site will be considered incomplete. The Contractor shall not invoice for return trips necessary to complete any deficiencies discovered by the contract administrator nor for any services not performed due to site conditions.
- ❖ For additional information contact: **Parks and Recreation Facilities** - Lauren Arnold, Parks Superintendent, 1504 Parkwood West, Conroe, Texas 77301, (936) 522-3843 or email larnold@cityofconroe.org;

3.0 SCOPE OF SERVICE

The purpose of this contract is to provide preventative measures to reduce the occurrence of unsightly, unsafe, or unhealthy conditions in the City ponds/waterways through routine inspections of water quality and fountain/aerator operations, aquatic vegetation control, wildlife control/management and trash/debris removal. The City's priority is to avoid fish kills while controlling vegetation growth and extending the life of waterway features such as fountains, aerators and lighting.

❖ ROUTINE INSPECTIONS

The contractor shall visit each site a minimum of one (1) time per month for the following purposes:

- Water Quality Analyses – Test water quality through the following parameters to include, but not limited to:
 - pH
 - Total Alkalinity
 - Dissolved Oxygen
 - Carbon Dioxide
 - Copper
 - Orthophosphates
 - Ammonia Nitrogen
 - Total Hardness
 - Water Temperature
 - Clarity
- Chemical Treatment – Treat for the following and bill the City of Conroe for cost of materials at the rate identified in the bid as needed.
 - Treatment of noxious aquatic vegetation such as, but not limited to, Common Duckweed, Filamentous Algae, Chara, Plantonic Algae, Bushy Pondweed, Water Primrose, American Pondweed & Cattail
 - Apply fertilizer and lime as needed
 - Treat for water clarity such as, but not limited to, suspended siltation
 - Apply pond dye
 - No chemical treatment shall be performed when winds are greater than 5 MPH or rain is imminent
- Mechanical Equipment Inspections
 - Inspect, clean and test fountains/aerators
 - Inspect, clean and test fountain/aerator lighting
 - Replace bulbs at the rate identified in the bid as needed

❖ ANNUAL INSPECTIONS

The contractor shall visit each site a minimum of one (1) time per year for the following purposes:

- Mechanical Equipment Inspections
 - Disconnect the fountain/aerator from the power source and physically inspect the aerator
 - Inspect the underwater cable(s) for any cuts, cracks or breaks as these may cause electrical shorts
 - Inspect and clean the pumping chamber components and screens
 - Clean out debris from intake
 - Inspect floats for leaks and cracks

4.0 GENERAL TASKS, STANDARDS & QUALIFICATIONS

- ❖ All ponds contain wildlife, which may include fish, turtles, waterfowl and frogs.
- ❖ All labor must be performed under the direction of a Certified Fisheries Professional.
- ❖ Current TDA Pesticide Applicators License is required for applying chemicals in public aquatic environments. A copy of the applicator's license shall be included with the bid.
- ❖ Contractor should be familiar with regulations related to public waterways in the State of Texas.

- ❖ All employees shall have proper safety devices and equipment. All equipment and personal protective equipment shall meet OSHA standard 1926.106 and any applicable standards defined in the Texas Water Safety Act Title 4 Chapter 31.
- ❖ Inspection reports are required for all visits, whether any treatment is applied. Inspection reports shall be submitted via email within twenty-four (24) hours after inspection.
- ❖ Application reports shall be submitted via email within twenty-four (24) hours of application. Report shall include location, date and time of application, air temperature, dissolved oxygen level, and a detailed description of application material, quantities, and methods.
- ❖ All chemicals used in the performance of this contract shall be environmentally safe and meet all federal, state, county and city regulations.
- ❖ Chemicals used shall be non-toxic to fish, wildlife and humans.
- ❖ The Contractor's personnel shall have in their possession, at all times, all permits, licenses, Safety Data Sheets (SDS) and other information required by federal, state and local regulations.

5.0 SERVICE LOCATIONS & EQUIPMENT

- ❖ I-45 Retention Ponds – 997 West Davis St. / 77301
 - Three (3) AQUAMASTER Masters Series
 - 10 H.P.
 - 3 Phase
 - 480 Volt
 - Four (4) 120V 21Watt LED Light Set
 - Five (5) AQUAMASTER Masters Series
 - 5 H.P.
 - 3 Phase
 - 480 Volt
 - Four (4) 120V 18Watt LED Light Set
- ❖ Carl Barton, Jr. Park – 2500 S. Loop 336 East / 77302
 - One (1) OTTERBINE Equinox
 - 5 H.P.
 - 3 Phase
 - 230 Volt
 - Four (4) MR 16 LED Light Set

6.0 Fish Population Survey & Stocking (Alternate Bid)

- ❖ On an annual basis (1x/year) the Contractor shall conduct an annual fish population survey/report by seine or electrofishing.
- ❖ Based on the annual fish populations survey/report the Contractor shall submit a plan for restocking at a rate identified in the bid as needed.

BID SHEET

**ANNUAL POND AND FOUNTAIN MAINTENANCE SERVICES
CONROE PARKS AND RECREATION DEPARTMENT**

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____

OWNER OR REPRESENTATIVE: _____
(PRINT)

SIGNATURE: _____

ROUTINE INSPECTIONS

Total Cost per Visit: \$ _____ X 12 Visits: \$ _____

*Per Visit rate shall include all labor, equipment & trip fees.

ANNUAL INSPECTIONS

Total Cost per Visit: \$ _____ X 1 Visit: \$ _____

*Per Visit rate shall include all labor, equipment & trip fees.

TOTAL BID: \$ _____

SERVICES BEYOND ROUTINE AND ANNUAL INSPECTIONS

LABOR \$ _____ (Per person per hour) TRIP FEE: \$ _____ (Per Trip)

SUPPLIES, MATERIALS, PARTS & FISH

Mark up: _____ %

ANNUAL FISH POPULATION SURVEY/REPORT (Alternate Bid)

Total Cost per Visit: \$ _____ X 1 Visit: \$ _____