



**CITY OF PEARLAND
BID #0116-17**

GENERAL PLUMBING SERVICES

Bids shall be received no later than **10:00 a.m., CST, Friday, January 29, 2016**. Bids received after the deadline stated herein will not be considered for the award of the contract, and shall be considered void and unacceptable. At the time stated above, bids will be publicly unsealed and read in City Hall, 3519 Liberty Drive, Pearland, TX. Bidders are welcome to attend.

A pre-bid conference will be held at the Public Works Service Center Training Room, 3501 E. Orange St., Pearland, Texas 77581 at **10:00 a.m., CST, on Monday, January 25, 2016**. This meeting is not mandatory, however, prospective bidders are encouraged to attend.

Registered suppliers may obtain bidding forms, specifications and all necessary information from the following website: <https://pearland.ionwave.net>. It is the City of Pearland's preference that all response documents be submitted electronically via the website above. Electronic proposal submittals must be received on or before the date and time above for bid submittal. Proposals received after the proposal date and time indicated will not be considered. Respondent should upload required, completed documents as attachments under the "Attachments" tab on website referenced above. Any inquires to the bid should be emailed to ebids@pearlandtx.gov no later than Monday, January 25, 2016.

The City of Pearland is aware and appreciative of the time and effort you expend in preparing and submitting bids to the City. Please notify the Purchasing Office in writing of any bid requirements that are causing you difficulty in responding to our bid. We want to make the process as convenient as possible so that all responsible contractors can compete for the City's business.

SECTION I – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

It is the intention of the City of Pearland to contract for the services of a qualified contractor to perform general plumbing services throughout the City of Pearland facilities as specified herein.

It is the intent of the City to award the contract to a single contractor, however, the City of Pearland reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be posted on the City of Pearland's E-bidding website.

2.0 TERMS AND CONDITIONS

BIDS MUST COMPLY with all state, county and local laws concerning this type of good or service.

REMEDIES: The successful bidder and City of Pearland agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

FUNDING: Funds for payment have been provided through the City of Pearland budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Pearland fiscal year shall be subject to budget approval.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Pearland. More than one bid on any one contract from a firm or individual under different names shall be grounds for rejection of all bids in which the firm or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between bidders.

3.0 CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Pearland, including affiliations and business and financial relationships such persons may have with City of Pearland officers.

By doing business or seeking to do business with the City of Pearland, including submitting a response to this Invitation to Bid, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire (CIQ) must be completed and turned in with bid when applicable.

4.0 PURCHASE ORDER

City of Pearland shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Pearland will not be responsible for any orders placed and/or delivered without a valid purchase order number.

5.0 DELIVERY

All delivery and freight charges (FOB City of Pearland designated location) are to be included in the bid price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- 5.1 Company name and address;
- 5.2 Name and address of the City of Pearland department the shipment is being made to;
- 5.3 City of Pearland purchase order number;
- 5.4 Descriptive information as to the items delivered, including quantity and part numbers.

6.0 INVOICES

Bidders shall submit an original invoice on each purchase order after each delivery/service, indicating the purchase order number. Invoices must be itemized and include a copy of the service ticket arrival and departure times to the location. Include the requestor name and location address where work is performed on each invoice.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction.

Invoices may be e-mailed to accountspayable@pearlandtx.gov or mailed to:

City of Pearland
Accounts Payable
P.O. Box 2719
Pearland, TX 77588

Payment basis shall be net thirty (30) days from receipt of invoice.

7.0 QUALITY CONTROL

Goods or services supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

8.0 WARRANTY

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. In addition to all other warranties, whether expressed or implied herein, contractor warrants to City that items and/or services furnished hereunder will be of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of these specifications. Items and/or services not conforming to these requirements shall be deemed defective.

9.0 INDEMNIFICATION

The contractor agrees to indemnify and save harmless the City of Pearland and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by contractor under this contract, and including acts or omissions of the City of Pearland or its officers, agents, or employees in connection with said contract.

10.0 TERM OF CONTRACT

Contract term shall be one (1) year from date of award. Upon completion of the term of the original contract, and upon the mutual agreement of both parties, the original contract may be renewed for two (2) additional one year periods. The unit prices of all items purchased under this annual contract are firm for the first annual period of this contract. However, if the option to renew for additional one-year period(s) is exercised by the City of Pearland, a price adjustment upward may be requested by the contractor by the application of the formula set forth below. The index to be used in the computation of the price adjustment shall be the "All Items Index" item under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Houston-Galveston-Brazoria Consolidated Metropolitan Statistical Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.

The index for the most recent month publication at time of proposal award shall be used in determining the adjusted contract price(s) for the ensuing contract period(s), should renewal option(s) be exercised and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price $X\%$ change (the point difference between the base index and the subsequent specified index is divided by the beginning index points, and multiplied by 100) in the index equals amount of price change. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for computing the most recent price adjustment(s) shall become the new base index for determining further adjustments. There shall be a minimum of at least twelve months between price adjustments for contracts having multiple renewal options.

11.0 INSURANCE REQUIREMENTS

Specific insurance provisions will be included with bid specifications. An original, certified copy of an insurance certificate must be submitted within ten (10) days of request. The successful contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is attached under the

"Attachments" tab in our e-bidding system, located at: <https://pearland.ionwave.net>. Failure to provide this document may result in disqualification of bid.

12.0 TERMINATION OF CONTRACT

The City of Pearland reserves the right to terminate the contract immediately in the event the successful bidder:

- 12.1 Fails to pay insurance, liens, claims, or other charges.
- 12.2 Fails to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- 12.3 Becomes insolvent and/or files for protection under bankruptcy law.
- 12.4 Violates any provision of this agreement.
- 12.5 Fails to respond within the prescribed time, including weekends and holidays.
- 12.6 Fails to make adequate arrangements for an emergency service call.
- 12.7 Provides substandard work, or work the City deems to be otherwise unacceptable.
- 12.8 Additionally, the City reserves the right to terminate the contract without cause upon written notice 30 days prior to the date of termination.

Such termination is in addition to and not in lieu of any other remedies that City of Pearland may have in law or equity. Bidder, in submitting this bid, agrees that City of Pearland shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful bidder by City of Pearland shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Pearland, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

13.0 ASSIGNMENT

The successful bidder shall not sell, assign, or otherwise transfer this contract, in whole or in part, without the prior written consent of City of Pearland.

14.0 LAW GOVERNING AND VENUE

The law of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

15.0 GENERAL BIDDING INFORMATION

- 15.1 If quantities are listed, the quantities should be considered as approximate and based on the best available information. The contractor may not limit an order or shipment of an order with a "Minimum Dollar Amount or Quantity Amount." In reference to new product/service bids, quantity usage may be stated as one or more.

- 15.2 When "Unit Prices" and "Extended Prices" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.
- 15.3 If these bid documents specify a particular manufacturer/model, it is not the intent of City of Pearland to limit or restrict bids, but to establish a desired level of quality, service, and performance.
- 15.4 The contractor will be responsible for repair of any damage to equipment, fences, walls, woodwork, doors, etc.
- 15.5 Usage Report: Upon request, the contractor will provide a report of items purchased on this contract, at no charge to City of Pearland.
- 15.6 If applicable, Materials Safety Data Sheet(s) must be furnished as required to comply with the law.
- 15.7 All standard City of Pearland Terms and Conditions apply unless stated otherwise.
- 15.8 All orders will be issued on an "as needed" basis; City of Pearland does not guarantee a minimum order on the basis of these specifications.
- 15.9 City reserves the right to add or delete locations from the contract when in the best interest of City of Pearland.
- 15.10 If a bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" following the same procedures indicated for bidding.
- 15.11 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detail description shall be the contractor's responsibility in the bid price.
- 15.12 If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.
- 15.13 If applicable, in the event an awarded contractor or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract may be cancelled without notice.
- 15.14 City of Pearland reserves the right, at its discretion, to procure the awarded item(s)/service(s) from other sources, if it is found to be in the City's best interest.

16.0 EVALUATION

Compliance with bid requirements, qualifications, best value, delivery, pricing, and the needs of the end user department are all factors which will be considered when evaluating bids. For purposes of evaluation, the City will also consider Service Labor Hourly Rate, Trip Charges, and Parts Markup cost (all parts to be OEM).

17.0 BID ACCEPTANCE

The City of Pearland reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet.

18.0 SPECIAL REQUIREMENTS

- 18.1 RISK: The work under this contract in every respect shall be at the risk of the contractor until finished and accepted.
- 18.2 EXECUTION, CORRECTION AND INTENT: The intent of the contract documents, and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the specifications and contract documents that the contractor shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the bid, specifications and other documents.
- 18.3 CODE REQUIREMENTS: The rules and regulations, ordinances and laws governing the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.
- 18.4 PROTECTION: The contractor shall provide and maintain all protection required by the governing laws, regulations and ordinances. The contractor shall be responsible for any loss or damaged caused by him or his employee(s) to the property of City of Pearland or to the work or materials installed and make good any loss, damage, or injury without cost to City of Pearland.
- 18.5 WORKMEN'S SAFETY: The contractor shall meet all safety and health regulations required such as but not limited to, by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.

19.0 EQUAL OPPORTUNITY EMPLOYER

The successful bidder shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

SECTION II - TECHNICAL SPECIFICATIONS

1.0 SCOPE OF SERVICES

- 1.1 General building maintenance – Repair of plumbing systems, including lavatories, water closets, drinking fountains, sewer systems and installation of necessary components, including PVC, copper, PVC coated rigid and any necessary fittings for proper operation. See Exhibit A for City Facility locations.
- 1.2 Permits – Contractor must acquire any permits needed.
- 1.3 Construction – Construction of new or major renovation of existing plumbing systems may be required. Bidder shall submit evidence of three projects that required installation of plumbing systems during new construction.

2.0 QUALIFICATIONS

- 2.1 Successful bidder must possess a current Master Plumber license by the Texas State Board of Plumbing Examiners.
- 2.2 Must be able to respond to the service location within two (2) hours of call. Three (3) instances of failure to meet the required response time during any one (1) year period may result in termination of contract.
- 2.3 Successful bidder must have a minimum of three (3) years' experience with the discipline of work described herein; experience shall be substantiated by no fewer than three (3) references attesting to satisfactory installation and repairs by said bidder.
- 2.4 All plumbing services performed under this contract must be performed by a Journeyman Plumber or Plumber's Apprentice working under the contractor's Master Plumber license. All Plumber's Apprentices or Helpers performing plumbing services for the City must be supervised on site by a licensed plumber. Contractor must submit proof of required licensing of all technicians performing service for the City in the bid package.

3.0 REQUIREMENTS

- 3.1 The contractor is expected to perform all work in a competent and professional manner. Any damage to a City building or facility, either direct or indirect, resulting from the contractor, or his employees must be repaired fully and completely at the cost to the contractor, including work, materials, and any litigation fees that may be incurred to recover the cost of such damages not repaired or not repaired in a workmanlike manner.
- 3.2 All materials shall be provided at the contractor's expense. The City shall be invoiced for all replacement parts, or materials, used at contractor's cost, plus a percentage amount to be stated in your bid. Contractor shall provide documentation of material costs with invoices. Contractor shall maintain price verification records for City review,

upon request, for audit purposes on materials and parts invoices.

- 3.3 Each job shall be billed separately including required replacement materials invoices, with an authorized purchase order number. No invoice will be paid without an authorized purchase order number.
- 3.4 Contractor shall provide qualified plumbers to perform various duties as directed by the authorized City representative. Contractor shall obtain approval from City representative for service requiring an apprentice or more than one licensed plumber. Contractor shall have a constantly monitored 24 hour a day phone number(s) to contact for service. Plumbers shall be on call 24 hours a day with a two-hour response time.
- 3.5 Contractor will perform all plumbing services according to all local, state and national plumbing codes and ordinances.
- 3.6 Contractor will follow all OSHA, local, state and federal safety policies and codes.
- 3.7 Actual travel time and mileage to and from the job work location is not reimbursable under the purchase order. A static "Call Out Fee" should be included in the bid that represents an allowance for travel expense from the Bidders local business address to any work site in the city. This fee cannot be charged for multiple trips for the same service call.
- 3.8 All tools and equipment necessary to perform specified work shall be provided by the contractor.
- 3.9 Contractor shall maintain a staffed office for the processing of work orders and specific job related information during normal working hours, 7:30 A.M. to 5:00 P.M., five (5) days a week. An answering service shall be provided by the contractor to answer all calls placed after normal working hours seven (7) days per week.
 - 3.9.1 Contractor shall maintain radio dispatch or other similar means of communication in order to expedite service calls made to the contractor.
- 3.10 Upon City's notification to contractor of needed repairs or maintenance, contractor shall respond by phone within 30 minutes to make acceptable repair arrangements. If there is no response within 30 minutes, City reserves the right to contact another contractor. Repeated instances of non-response may be grounds for contract termination.

At its discretion, the City reserves the right to engage another contractor for any given repair/maintenance requirement if the proposed completion schedule of the awarded contractor is not acceptable to the City with respect to factors including, but not limited to: nature/criticality of the repair and existing conditions/activities at the subject City facility.
- 3.11 Contractor shall leave the work area clean and free of materials, debris and contractor equipment to the satisfaction of the authorized City representative. Contractor shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations,

codes, laws, ordinances, statutes, etc. City representative shall approve the removal of all mechanical and electrical parts.

- 3.12 Contractor shall clean all areas of scrap materials, dirt, dust and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the contractor shall cover the furnishings and floor area located below the equipment prior to commencing work.
- 3.13 Contractor shall provide Building Maintenance Supervisor with a Service Report by email within 24 hours of completion of all repairs. Service Report shall include, but not be limited to, the following:
 - Date/Time of repair
 - Facility Name/Location
 - Problems found
 - Service performed

These Service Reports are required in order to keep City staff informed of problems discovered and which type of service was performed on the affected area, as well as for tracking purposes in order to identify repeat problem areas.

- 3.14 Contractor shall provide authorized City staff with an estimate and obtain a verbal approval prior to commencement of work on each service call. Once work has commenced, if contractor discovers that additional work is required and the cost of repair will exceed the original estimate, contractor shall provide authorized City staff with an amended estimate of necessary repairs with a “not to exceed” amount. Contractor shall obtain written approval prior to proceeding with the additional work.

If contractor fails to obtain written authorization of the additional repairs, City will pay only the cost of the original estimate.

4.0 **BID REQUIREMENTS**

Bidders shall present their responses using the following guidelines.

- 4.1 Provide proof of technician’s qualifications and experience/copy of license.
- 4.2 Provide overview of three projects that required installation of plumbing systems during new construction (limit to no more than 3 pages).
- 4.3 Provide pricing via the Line Items tab in the e-bid system. Any additional fees not called out in the Line Items list must be added via “Add Notes”.
- 4.4 Required documents to be completed (located in “Attachments” tab of the e-bid system):
 - 4.4.1 Insurance Requirements;
 - 4.4.2 Local Bidder Preference Claim Form;
 - 4.4.3 Conflict of Interest Questionnaire (note N/A if not applicable);
 - 4.4.4 Contractor Questionnaire;
 - 4.4.5 Non-collusion statement;
 - 4.4.6 Vendor References;
 - 4.4.7 Line Items – on a separate tab in the e-bid system;
 - 4.4.8 Attributes – on a separate tab in the e-bid system.

5.0 EVALUATION FACTORS

Compliance with bid requirements, qualifications, best value, pricing, and the needs of the end user department are all factors which will be considered when evaluating bids. After receipt of bids, City of Pearland will use the following criteria in the selection process:

- 40 %** Pricing/Best Value To the City;
- 30%** Qualifications/demonstrated capability of contractor to perform necessary scope of work (via licenses/certifications held and references for comparable work);
- 20%** Compliance to bid requirements;
- 10%** Materials/Supplies Mark-up.

6.0 TYPE OF CONTRACT

The City contemplates award of a unit price contract resulting from this solicitation. It is a non-exclusive contract; the City may award additional contracts to additional contractors at its discretion.

7.0 REQUIRED INFORMATION / DOCUMENTS

All information and completed forms submitted by a bidder in response to this solicitation shall become an integral part of the resultant contract.

8.0 APPROVAL OF RESULTANT CONTRACT

The contract, which may result from this solicitation, is subject to approval by Pearland City Council and may be neither executed nor binding, until so approved.

9.0 COSTS INCURRED BY BIDDERS

The City will not be responsible, under any circumstances, for any submittal preparation costs or other costs incurred by any bidder before the execution of a contract between the City and the successful bidder.