

City of Haltom City, Texas
Request for Bids for Water/Waste Water Utility Parts
Bid No. B2021-215-001

The City of Haltom City, Texas, is soliciting sealed bids for various utility parts and supplies per the attached specifications and terms and conditions. The intent of this bid is to award a contract to a qualified vendor per category for these products to be delivered to the City or picked up whenever needed during a twelve (12) month period with an option to renew for two additional 12-month periods. Award will be made on a CATEGORY BASIS FOR SPECIFIED PARTS AND SUPPLIES to the lowest responsible bidder for each category. Unit pricing must reflect delivery and freight costs if any. Submitted bids must remain good for 90 days from date of bid opening.

Additionally, bidders are being asked to hold their pricing for two (2) additional consecutive years with the only allowable price increase being the Dallas/Fort Worth Consumer Price Index (as determined by the United States Department of Labor, Bureau of Labor Statistics) to an item's unit price. Therefore, the Year 2 unit price will be the unit price stated by a Bidder in Attachment A plus the Dallas/Fort Worth Consumer Price Index for the Summer 2021 period and the Year 3 unit price will be the Year 2 unit price plus the Dallas/Fort Worth Consumer Price Index for the Summer 2022 period.

Sealed bids shall be addressed to the Purchasing Agent, 5024 Broadway Ave., Haltom City, TX, 76117 prior to 10:00 A.M. on Wednesday, July 28, 2021 and clearly marked "**SEALED BID NO. B2021-215-001 – WATER/WASTE WATER UTILITY PARTS AND SUPPLIES**". Two copies are to be included in your response as well as a USB drive in Excel format for the Pricing Schedule.

For any questions or concerns regarding this Request for Bid, please contact the Purchasing Agent at 817-222-7760 or by e-mail at: purchasing@haltomcitytx.com. The last date to submit questions to the Purchasing department is Friday, July 23, 2021.

It will be bidder's responsibility to allow sufficient time to ensure delivery by the date and time specified. Bids received after 10:00 a.m., July 28, 2021 will be considered ineligible and returned unopened.

The City of Haltom City reserves the right to reject any or all bids and waive any or all formalities.

Ad run dates: July 14, 2021, and July 21, 2021
Janet Carver, Purchasing Agent

City of Haltom City, Texas
Specifications for Water / Wastewater Utility Parts
Bid No. B2021-215-001

1.0 Scope and Intent

- 1.1 The City of Haltom City will receive bids for utility parts and supplies to be delivered to the Public Works Department (4200 Hollis Street, Haltom City, TX 76111) or picked up, in the quantities, and for the items requested when ordering during a twelve-month period.
- a. Quotes are to remain good for ninety (90) days from date of bid opening.
 - b. Two (2) copies of the bid response are requested and one USB flash drive with pricing schedule only in MS Excel format and delivered by 10:00 a.m. July 28, 2021 to City Hall, 5024 Broadway Avenue, Attn: Purchasing Agent.
- 1.2 The intent of this bid is to award to a qualified vendor a contract for these products to be delivered to the City or picked up whenever needed during a twelve (12) month period. This agreement will be awarded on a **CATEGORY BASIS FOR SPECIFIED PARTS AND SUPPLIES**.

2.0 Requirements

The City shall require submission with the proposal of certified supporting data regarding the qualifications of the Vendor in order to determine whether he is a qualified, responsible vendor. The Vendor will be required to furnish the following information:

- 2.1 The bid must be submitted on **Attachment A** provided herewith.

The sealed bid response submitted to the Purchasing Agent in printed format as well as on a USB flash drive and shall provide unit price and extended price for each item bid. In case of a mathematical error in computing the extended price, the UNIT PRICE will be used in determining the lowest bid.

- 2.2 Satisfactory evidence that the Vendor has been in existence as a going concern for in excess of three (3) years and possesses not less than three (3) years actual operating experience as a going concern in the field of utility parts supply.
- 2.3 Satisfactory evidence that the Vendor's experience as a going concern in utility parts supply derives from operations of comparable size to that contemplated by these specifications. Details shall include length of other contracts, name and size

of corporate or municipal customers, nature of products provided, and the name of the contact person at the customer's location in question.

- 2.4 Such additional information as will satisfy the City that the Vendor is adequately prepared to fulfill the Agreement.
- 2.5 Complete and submit enclosed **Section 9.0 Authority Sheet & Submittal Checklist** and **Section 10.0 Construction Extensions** on pages 6 & 7 with your sealed bid response. Please attach to the front of your response.
- 2.6 For any bids over \$50,000 the vendor must complete the Texas Ethics Commission Form 1295. **The form must be completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and a copy emailed to the Purchasing Agent at purchasing@haltomcitytx.com prior to signing the contract.**

3.0 Bonds

- 3.1 The Vendor will not be required to post a bid, performance, or payment bond for this contract.

4.0 Insurance

- 4.1 The Vendor will not be required to meet any minimum insurance requirements.

5.0 Indemnity

- 5.1 The Vendor agrees to defend, indemnify and hold the City whole and harmless against any and all claims for damages, cost and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act or omission of Vendor, or any agent, servant or employee of Vendor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

6.0 Payment

- 6.1 Payment to the Vendor will be after satisfactory receipt of ALL the products, as determined by the City, and receipt of invoice or other billing instrument used by the Vendor. All charges are to be less sales tax as the City is tax exempt.

7.0 Termination of the Contract

- 7.1 Either party may terminate this agreement by giving the other party thirty (30) days written notice. Upon delivery of such notice, the Vendor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or

contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Vendor shall submit a statement, showing in detail the services satisfactorily performed under this agreement to the date of termination. The City shall then pay the Vendor that portion of prescribed charges. Copies of all completed designs, plans and specifications, if any, prepared under this agreement shall be delivered to the City when this agreement is terminated.

8.0 Specifications

8.1 Pricing: All prices shall include all charges including delivery fees (when applicable) to any location within the City's boundaries. Prices must be firm for specified items for the duration of the contract period.

8.2 Delivery: EXCEPT FOR WATER METERS, the City will pick up parts and supplies from Vendor's office/storage yard when such office/storage yard is located within Tarrant County. **Any Vendor's parts and supplies on their bid in Schedule A which are not located within Tarrant County (and Water Meters) shall deliver such parts and supplies to the following address:**

Haltom City Public Works
4200 Hollis Street
Haltom City, TX 76111

If there is a cost to deliver such parts and supplies to Haltom City Public Works, the Vendor shall include this cost in his/her bid.

8.3 Delivery Ticket: A packing list or delivery ticket shall accompany each shipment and shall show:

- A. Name and address of vendor;
- B. Name of receiving department;
- C. Job site location;
- D. Description of materials shipped, quantity and any special instructions.

8.4 Invoices: Invoices shall be sent directly to:

City of Haltom City
Public Works Service Center
4200 Hollis Street
Haltom City, TX 76111

Payment will be processed after notifications that all materials for a particular order have been received satisfactorily and no unauthorized substitutions have been made. Invoices must be itemized and must reference the receiving

division (Water & Sanitary Sewer Maintenance Division, Construction & Drainage Division or Street Division) within the Public Works Department.

- 8.5 Orders Placed with Alternate Vendors: If the primary vendor cannot provide the quantities and/or materials ordered for a specific delivery time, the City reserves the option to give the order to another vendor that has bid on this contract.
- 8.6 Duration of Contract: The successful bidder will be awarded a contract for the purchase of the requested utility parts for a term beginning with the award of this contract and ending twelve (12) months from the award date.

Additionally, bidders are being asked to hold their pricing for two (2) additional consecutive years with the only allowable price increase being the Dallas/Fort Worth Consumer Price Index (as determined by the United States Department of Labor, Bureau of Labor Statistics) to an item's unit price.

Therefore, the Year 2 unit price will be the unit price stated by a Bidder in Attachment A plus the Dallas/Fort Worth Consumer Price Index for the prior year as indicated by the Bureau of Labor Statistics for Dallas-Fort Worth-Arlington in January 2022 and the Year 3 unit price will be the Year 2 unit price plus the Dallas/Fort Worth Consumer Price Index for the prior year as indicated by the Bureau of Labor Statistics for Dallas-Fort Worth-Arlington in January 2023.

The Bureau of Labor Statistics Consumer Price Index for the Dallas/Fort Worth region can be found here: https://www.bls.gov/regions/southwest/news-release/pdf/consumerpriceindex_dallasfortworth.pdf

- 8.7 Selection Criteria: The bid award shall be based on, but not limited to, the following factors:
 - A. Extended Unit Price for entire category;
 - B. Special needs and requirements of the City;
 - C. Results of testing samples (if needed);
 - D. Travel time to the City;
 - E. The City's experience with the vendor's product(s)/service(s);
 - F. Vendor's past performance record; and
 - G. The City's evaluation of the vendor's ability to perform.
- 8.8 Samples: The City may request samples for testing during the bid evaluation. Samples will be free to the City. When possible, samples will be returned to the vendor. Failure to provide samples on a timely basis will be justification for bid rejection. The City of Haltom City reserves the right to determine products of equal value.

- 8.9 Non-Performance: Continuing non-performance of the bidder by failure to meet the terms of the specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, materials, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before terminations to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.
- 8.10 Product Specifications: **Bids must be for items equal in performance, size, and quality. ASTM and/or AWWA standards are required to be met for each item and category specified in the awarding of this contract. Unless the vendor notes on "ATTACHMENT A" that they are bidding an alternate brand name product (where a brand name is specified), the City will assume that the specified brand name will be supplied. The City reserves the right to determine whether or not an alternate product is "equal" in quality.** Part numbers, when available, have been included on the Bid Sheet; however, vendor is to go by description if there is a discrepancy on any part number shown.
- 8.11 Estimated Quantities: The quantities in this bid proposal are **estimates only** based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The City of Haltom City estimates the need for the following quantities of parts/supplies during the next twelve (12) month period (see Attachment A).
- 8.12 Pickup and Delivery: **Twenty-four (24) hour notice is required prior to delivery of items requiring assistance unloading.** Deliveries not meeting this requirement will be refused and rescheduled at the vendor's expense. All deliveries shall be scheduled between the hours of 8:00 AM and 3:00 PM Monday through Friday unless otherwise approved by the supervisor of the receiving department.
- 8.13 Quote Statements: Bid quote statements must reflect accurate unit prices including delivery when applicable.
- 8.14 Warranty: The bidder warrants and guarantees the part/supplies against any defects in design, and/or workmanship, materials, and failures to operate satisfactorily. The warranty/guarantee shall begin **ON THE DATE ON WHICH THE PARTS AND/OR MATERIALS ARE PLACED IN SERVICE BY THE CITY** and shall continue through the manufacturer's standard warranty period.
- 8.15 Bid Form: The bid must be submitted on the proposal form provided being **Attachment A** to this document.
- 8.16 References: Please list a minimum of two (2) other governmental agencies that are presently or have in the past twelve (12) months purchased items from your

firm. Please include the address, contact person and telephone number for each reference.

1. _____

2. _____

3. _____

**PLEASE ATTACH THIS SHEET TO THE FRONT
OF YOUR SUBMITTED BID PACKAGE**

9.0 Authority Sheet & Submittal Checklist

- _____ Pages 8 through 10 must be included in the bid submittal
- _____ Attachment A - Pricing Schedule Paper Copy (2 copies) and one USB flash drive in Excel Format

Bid Number: B2021-215-001

Project Title: WATER / WASTEWATER UTILITY PARTS AND SUPPLIES

Submittal Deadline: 10:00 AM on Wednesday, July 28, 2021

Submit to: City of Haltom City – City Hall
Attn: Purchasing Agent Office
5024 Broadway Avenue
Haltom City, TX 76117
817-222-7760

10.0 Contract Extensions

Please check one of the boxes below:

- _____ We will honor our bid prices for Year 2 and Year 3 with the understanding that the only allowable increase in the unit price of a bid item is the Dallas/Fort Worth Consumer Price Index.
- _____ We will NOT honor our bid prices for Year 2 and Year 3 regardless of whether we are allowed to increase our unit price of a bid item by the Dallas/Fort Worth Consumer Price Index.

Bidder Information:

Bidder's Legal Name: _____

Address: _____

City, State & Zip: _____

Federal Employers Identification # _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Alternate E-Mail Address: _____

Bidder Authorization:

I agree to provide the described products and meet the stated minimum requirements as set forth in these specifications and documents.

Printed Name and Position/Title of Authorized Representative:

Printed Name of Authorized Representative

Position/Title

Signature of Authorized Representative:

Signed this the day _____ of _____ 2021.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____ verifies that:

(Name)

(1) He/She is (owner, partner, officer, representative, or agent) of

(Company Name)

The Bidder has submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached bid and all the pertinent circumstances respecting such bid;

(3) Neither said bidder nor any of its officers, partners, agents, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, and the price or prices quoted in the attached bid are fair and proper.

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____ 2021.

Notary Public in and for the State of Texas Type or Print Notary's Name

My commission expires: _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID