### CITY OF MISSION SOLICITATION, OFFER AND AWARD FORM SOLICITATION INFORMATION REQUEST FOR BIDS (RFB) 1. BID NO.: 20-142-02-06 4. BRIEF DESCRIPTION: 2. ISSUE DATE: January 23, 2020 3. FOR INFORMATION CONTACT: (No collect calls) **Meter Connect Supplies** NAME: Crissy Cantu, Buyer TELEPHONE: (956) 580-8667 FAX: (956) 580-8798 E-MAIL: ccantu@missiontexas.us 6. ADVERTISING DATES: 5. PRE-BID CONFERENCE/GENERAL **CONTRACTORS MEETING:** 1st Week of Advertisement Date: \_\_01\_\_/\_23\_\_/\_20\_\_\_ \*\*\* There will be NO conference, \*\*\* 2<sup>nd</sup> Week of Advertisement Date: \_\_01\_\_/\_30\_\_/\_20\_\_\_ 7. SUBMIT OFFER TO: 8. OFFER SUBMISSION DUE DATE AND TIME: Mailing/Hand/Commercial Courier Delivery DATE: February 06, 2020 TIME: 2:00 PM CST **City of Mission Purchasing Department** 1201 E. 8th Street R101 Mission, TX 78572 Bid # 20-142-02-06 9. No Facsimiles or late arrivals will be accepted. Any bids received after offer submission due date and time will not be opened and will be returned. City of Mission Purchasing Department time stamp clock will be the governing time for acceptability of bids. Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to RFB. 10. SUBMIT WITH OFFER: Original offer and 2 photocopies including documents and attachments so indicated on Page 2 of this form. 11. Offers submitted in response to an RFB will be opened publicly by The City of Mission Purchasing Department, immediately after the submission due date and time. Offers submitted in response to an RFP will NOT be publicly opened. 12. FIRM OFFER PERIOD: Offers submitted shall remain firm for a period of 60 calendar days from the final due date for bids. 13. NOTE: For Invitation for Bids. "offer" and "offeror" mean "bid" and "bidder". **OFFER** (To be completed by Offeror) 14. In compliance with the above, the undersigned agrees, if this offer is accepted within the period specified in Block 12, above, to furnish any or all items, or provide the service(s), upon which prices are offered in the Schedule at the price set opposite each item or service, and to deliver the item(s) and or perform the service(s) at the designated location(s) within the time specified. 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN 15. BIDDERS NAME, ADDRESS: (Type or Print) **THE OFFER:** (Type or Print) 17. BIDDERS SIGNATURE & DATE: **TELEPHONE:** E-MAIL: **CELL PHONE:** FAX: **AWARD** (To be completed by City of Mission) 18. TOTAL AMOUNT OF AWARD: 19. PURCHASING AGENT SIGNATURE & DATE OF AWARD: Name: Signature: \_\_ Date: \_\_\_\_/\_\_\_

		;	SOLICITATION IN	NDEX				
20 C	CONTENTS: (DOCUMENTS WITH A YES	ARF TO R	F SURMITTED WITH OI	FFER)				
	NAME			ESCRIPTION		SUBMIT	WITH OFFER?	
•	Cover Sheet		ion, Offer and Award F de Sign and Date)	Form (Complete in	n its entirety		YES	
		General	Terms & Conditions				YES	
•	Instructions to Bidders	Bid Bond of 5% of Total Amount of Bid					YES	
		Delivery Terms					YES	
		Insuranc	Insurance Certificate			NO		
•	Specifications/Scope of Work	Descript	ion of Meter Connect	Supplies			YES	
•	Non-Collusive Bidding Certificate	Vendor /	Vendor Acknowledgement Form (Signed & Executed)			YES		
•	Pricing Schedule	Signed a	Signed and Completed (Signed & Executed)				YES	
•	Addenda Checklist	Confirma	ation Receipt of Adder	ndum(s) (Signed &	& Executed)	YES		
•	Disclosure of Interested Parties	Certifica	te of Interested Partie	s (Signed & Exec	uted)	NO		
•	Bidder's General Questionnaire	General Questions (Supporting Documentations) (Signed & YES Executed)			YES			
		ct of Interest Questionnaire This form will be requested e Award of Contract (Signed and Executed)			NO			
21. ACKNOWLEDGMENT OF ADDENDUMS:		ADDENDUMS #	DATE	ADDENDU	/IS#	DATE		
	or acknowledges receipt of the following ndum(s) to the solicitation:							
(Ident	tify addendum number and date of each	.)						

\*\*\*\*Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid \*\*\*\*

# City of Mission Instructions to Bidder – General Terms & Conditions Bid Name/No.: Meter Connect Supplies / 20-142-02-06

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that "Meter Connect Supplies" be provided as specified.

- (1) Sealed bids will be received for "Meter Connect Supplies" in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) One (1) original and two (2) copies of RFB <u>must</u> be enclosed in a sealed envelope with vendor's name and return address clearly typed/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner "Request for Bids" <u>— "Meter Connect Supplies Bid No. 20-142-02-06"</u> and delivered to City of Mission Purchasing Department, 1201 East 8<sup>th</sup> Street, Mission, Texas 78572 <u>on or before 2:00 p.m., Thursday, February 06, 2020.</u> No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or <u>AUTHORITY TO BIND HIS FIRM IN A CONTRACT</u>. Firm name and authorized signature must appear on each page that calls for this information.
- (5) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

(6) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

#### (7) Preparation of Bids

(a)Bidders are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.

(b)Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).

(c)All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d)Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid may be a basis for rejection of the bid as nonresponsive.

(e)The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

#### (8) Submission of Bids

- (a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.
- (b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.
- (c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.
- (d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

#### (9) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid. Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

#### (10) Acknowledgment of Addendums to Invitation for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.
- (11) Bids <u>cannot</u> be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (12) STATE SALES TAX MUST NOT BE INCLUDED IN BID. Contractors are not tax exempt.
- (13) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for <u>use</u> or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (14) Evaluation and Basis for Award

#### (A) One Award

One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

- (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- (b) In determining the best value for the municipality, the municipality may consider:
  - 1) the purchase price;
  - 2) the reputation of the bidder and of the bidder's goods or services;
  - 3) the quality of the bidder's goods or services;
  - 4) the extent to which the goods or services meet the municipality's needs;
  - 5) the bidder's past relationship with the municipality;
  - 6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
  - 8) any relevant criteria specifically listed in the request for bids or proposals.

#### (B) Estimated Quantities

The quantities specified in the Schedule are estimates only, are used as a basis for determining award of the contract. Purchases will be made in amounts needed and on an as needed basis.

#### (C) Unit and Extended Pricing

Offerors shall insert the unit price and extended amount for each line item offered on the price schedule. If a line item is offered at "No Cost," enter "No Cost" in the unit price column. Additionally, offerors shall calculate and insert the total price in the space provided on the price schedule. In the event of discrepancies in extended price, unit prices will govern. Cost for delivery is to be included in the unit and extended price. Bids subject to unlimited price increase will not be considered.

#### (D) All or None Pricing

Failure of an offeror to provide prices for all line items listed on the Schedule shall be cause for rejection of the entire offer. However, an offeror may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

#### (15) Sample Requirements

Upon request, the bidder agrees to supply at no cost to City samples of the products proposed for testing prior to contract award. Samples will be available and submitted to City within five (5) days of request, oral and written, by City and will be returned at bidder's cost only on request from the vendor after testing is complete. Parts returned may not be in the same condition as originally sent to and received by City. Function test (if required) is verification that the parts meet the manufacturers specification and/or performance requirements.

#### (16) Descriptive Literature

(a) Bidders shall submit, along with the Pricing Schedule, descriptive literature for all items that are not described by specific manufacturer, and/or for items that the bidder is offering as an "Equal Brand Name." Descriptive literature must be (1) received by the time specified in this solicitation for receipt of bids, and (2) clearly marked to identify the specific item(s) of the bid to which it applies.

- (b) "Descriptive literature" means information furnished, such as cuts, illustrations, drawings, and brochures that clearly shows an item's characteristics, construction, or explains its operation.
- (c) Descriptive literature is used to determine whether the item(s) offered comply with the solicitation requirements. It is used to identify details of the item(s) pertaining to such significant elements as: (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, and/or operation. Descriptive literature includes only that information required to determine the technical acceptability of the offered product. It does not include other information such as that used to determine a prospective contractor's responsibility, or for maintaining the item(s).
- (d) Failure of a bidder to submit descriptive literature on time, or failure of the descriptive literature to clearly show that the item(s) offered conform to the requirements of this solicitation shall result in rejection of the bid as nonresponsive.
- (17) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service "Meter Connect Supplies" off contract. The contractor will be liable for any increase in cost incurred due to defaulting for "Meter Connect Supplies".
  - a. Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.
- (18) Quote F.O.B. Mission, Texas and show exact cost to deliver. Bids in units of quantity specified extend and show total.
- (19) <u>Delivery:</u> City of Mission, Public Works Department. All loads shall be delivered by the contractor to the locations designated by the City of Mission personnel at time of order. All shipments shall be placed at the exact spot(s) designated by the City of Mission personnel.
  - The following is the location for delivery **Meter Connect Supplies**:
    - 2801 N Holland Avenue
      Mission, Texas 78572

      Delivery days after receipt of purchase order: \*\_\_\_\_\_\_ days

      Is bidder able and willing to make deliveries on weekends and/or holidays at contract unit price?

      Yes \_\_\_\_\_ No \_\_\_\_

      Please identify the name of person to contact in case of an emergency and the telephone number where this person can be reached:

      Please identify hours of operation:

      Please provide toll-free telephone number:

      Please identify name of at least two (2) authorized persons to receive orders:

\*Note: it is the City of Mission's intent to issue a purchase order to awarded vendor. City of Mission staff will then call in partial orders until the quantity and/or dollar amount is exhausted. <u>Delivery will not be a one-time order.</u>

(20) The City may hold bids <u>60 days</u> after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

1.) City of Mission

**Public Works Department** 

- (21) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (22) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive date must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (23) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (24) Bidder shall carefully examine the bid forms, general terms and conditions, and specifications. Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any bid.
- (25) BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- a. Name and address of successful vendor
- **b.** Name and address of receiving department or official
- **c.** Purchase Order Number (if any)
- **d.** Notation "Meter Connect Supplies"
- **e.** Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days. No other method of payment will be considered.

- (26) Funds for this procurement have been provided through the City budget for this fiscal year only. City, on an annual basis, has the right to reconsider a contract during the budget process for the ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.
- (27) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) of the total amount of the bid, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for the project.
  - a) Bidder's failure to comply with specification requirements and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.
  - b) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.

- (28) The geographical location(s) of bidder's facilities referenced "Meter Connect Supplies" given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (29) Bidders are advised that any part of the specifications that are not met within the time of completion/delivery regardless of how major or minor it might be shall be grounds for none acceptance of delivery and forfeiture of bid bond.
- (30) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (31) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of <a href="two-hundred fifty dollars per day">two-hundred fifty dollars per day</a> Dollars <a href="per such delay">\$250.00/day</a>) as stipulated damages for such delay.
- (32) Bidders must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (33) Bidders are advised that they must be in compliance with the below mentioned law:

#### CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <a href="https://www.ethics.state.tx.us/forms/CIQ.pdf">www.ethics.state.tx.us/forms/CIQ.pdf</a>.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

#### (34) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information, go to the Texas Ethics Commission web page at: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

- (35) **Termination of Contract:** The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a **30-day notice**.
- (36) Warranty: specify terms and conditions. Bidders will be required to submit written documentation referenced manufacturer warranty along with their bid(s).

#### (37) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

- 1. Matters of bias, discrimination, or conflict of interest
- 2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
- 3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission 1201 E. 8<sup>th</sup> Street, Room R-101 Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number:
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

# City Of Mission Specifications

Bid Name/No.: Meter Connect Supplies / 20-142-02-06

- I. <u>Scope of Work:</u> The City of Mission is accepting bids for the Meter Connect Supplies for the Public Works Department.
- II. Specifications: It is the intention of these specifications to describe Meter Connect Supplies. Please read your specifications thoroughly and be sure that the Meter Connect Supplies offered comply (ies) with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. If no exceptions are noted and you are the successful bidder, it will be required that the Meter Connect Supplies be furnished as specified.

IT IS THE CITY OF MISSION'S INTENT TO ISSUE A PURCHASE ORDER TO AWARDED VENDOR. CITY OF MISSION STAFF WILL THEN CALL IN PARTIAL ORDERS UNTIL THE QUANTITY AND/OR DOLLAR AMOUNT IS EXHAUSTED. <u>DELIVERY WILL NOT BE A ONE TIME</u> ORDER.

### City of Mission Pricing Schedule

Bid Name/No.: Meter Connect Supplies / 20-142-02-06

I/WE submit the following bid for purchase and delivery of meter connect supplies according to City of Mission specifications. It is understood that the number of meter connect supplies mentioned are based on historical usage and is provided as an aid to assist bidders in providing the City of Mission with the best price possible. Actual usage may vary up or down during the course of this contract period. Unit prices quoted shall be F.O.B. City of Mission.

For any questions directly regarding the "Meter Connect Supplies - Bid No. 20-142-02-06", please call or email:

Crissy Cantu, Buyer: ccantu@missiontexas.us

Telephone: (956) 580-8667

NOTE:

For invitations for Bids the terms "Offer" and "Offeror" shall mean "Bid" and "Bidder", respectively; and for Requests for Proposal terms "Bid" and "Bidder" shall mean "Offer" and "Offeror", respectively, in this solicitation and any associated exhibits. Bids must be submitted on all quantities specified on this schedule.

# The Offeror is required to Sign and Date Each Page of the Schedule Submit All Pages with the Offer.

ITEM NO.	BASE TERM (ONE YEAR) DESCRIPTION	UOM	ESTIMATED QTY.	UNIT PRICE \$	TOTAL EXTENDED PRICE \$
1.	1" LINEAR FEET OF POLYETHYLENE TUBING	Feet	1,000	\$	\$
2.	2" LINEAR FEET OF POLYETHYLENE TUBING	Feet	1,000	\$	\$
3.	1" 3-PART UNION	Each	10	\$	\$
4.	3/4" METER COUPLING	Each	400	\$	\$
5.	1" METER COUPLING	Each	75	\$	\$
6.	3/4" COMPRESSION ANGLE STOP FOR U-BRANCH	Each	50	\$	\$
7.	1" COMPRESSION ANGLE STOP	Each	100	\$	\$
8.	2" COMPRESSION ANGLE STOP FOR PVC PIPE	Each	5	\$	\$
9.	1" x 3/4" COMPRESSION ANGLE STOP	Each	75	\$	\$
10.	3/4" ANGLE STOP U-BRANCH	Each	10	\$	\$
11.	2" COMPRESSION ANGLE STOP FOR TUBING	Each	50	\$	\$
12.	1" COMPRESSION x 3/4" U-BRANCH	Each	10	\$	\$
13.	3/4" COMPRESSION TEE	Each	10	\$	\$
14.	1" COMPRESSION TEE	Each	20	\$	\$
15.	2" BRASS 90	Each	20	\$	\$
16.	2" BRASS CAP	Each	5	\$	\$
17.	2" BRASS COUPLING	Each	5	\$	\$
18.	2" x 3" BRASS NIPPLE	Each	30	\$	\$
19.	2" x 6" BRASS NIPPLE	Each	50	\$	\$
20.	2" x 12" BRASS NIPPLE	Each	20	\$	\$
21.	1 1/2" BRASS FLANGE KIT	Each	10	\$	\$
22.	2" BRASS FLANGE KIT	Each	30	\$	\$
23.	1" BRASS GATE VALVE	Each	5	\$	\$
24.	3/4" COMPRESSION MALE ADAPTER	Each	100	\$	\$
25.	1" COMPRESSION MALE ADAPTER	Each	20	\$	\$

26	2" COMPRESSION MALE ADAPTED	Ec.1	20	¢	¢
26.	2" COMPRESSION MALE ADAPTER	Each	20	\$	\$
27.	3/4" COMPRESSION FEMALE ADAPTER	Each	5	\$	\$
28.	1" COMPRESSION FEMALE ADAPTER	Each	5	\$	\$
29.	2" x 1" COMPRESSION WYE	Each	5	\$	\$
30.	2" 3-PART UNION	Each	5	\$	\$
31.	2" BRASS GATE VALVE	Each	30	\$	\$
32.	2" BRASS GATE VALVE (SQUARE HEAD) HEAVY- DUTY	Each	20	\$	\$
33.	2" x 1" WYE 4 MULTI SERVICE	Each	5	\$	\$
34.	3/4" GATE VALVE BRASS	Each	10	\$	\$
35.	3/4" x 1" BRASS HEX NUT REDUCER	Each	5	\$	\$
36.	1" x 2" BRASS HEX NUT REDUCER	Each	5	\$	\$
37.	4"x 1" D/S SADDLE	Each	20	\$	\$
38.	4" x 2" D/S SADDLE	Each	10	\$	\$
39.	6" x 1" D/S SADDLE	Each	20	\$	\$
40.	6" x 2" D/S SADDLE	Each	10	\$	\$
41.	8" x 1" D/S SADDLE	Each	20	\$	\$
42.	8" x 2" D/S SADDLE	Each	10	\$	\$
43.	10" x 1" D/S SADDLE	Each	10	\$	\$
44.	10" x 2" D/S SADDLE	Each	10	\$	\$
45.	12" x 1" D/S SADDLE	Each	10	\$	\$
46.	12" x 2" D/S SADDLE	Each	10	\$	\$
47.	16" x 1" D/S SADDLE	Each	10	\$	\$
48.	16" x 2" D/S SADDLE	Each	10	\$	\$
49.	2" x 1" PVC QUICK TAP C160	Each	20	\$	\$
50.	3" x 1" PVC QUICK TAP C160	Each	5	\$	\$
51.	4" x 1" PVC QUICK TAP C160	Each	10	\$	\$
52.	4" x 1" PVC QUICK TAP C900	Each	10	\$	\$
53.	PLASTIC METER BOX	Each	500	\$	\$
54.	PLASTIC METER BOX LID	Each	750	\$	\$
55.	3/4" RUBBER GASKET	Each	1,000	\$	\$
56.	1" RUBBER GASKET	Each	1,000	\$	\$
57.	2" CLOSE BRASS NIPPLE	Each	50	\$	\$
58.	3" BRASS FLANGE KITS WITH ACCESSORIE	Each	6	\$	\$
59.	4" BRASS FLANGE KITS WITH ACCESSORIE	Each	6	\$	\$
60.	JUMBO METER BOX	Feet	50	\$	\$
61.	JUMBO METER BOX LID	Each	50	\$	\$
62.	1" MIPT x COMPRESSION CORPORATION STOP (S100-4 OR EQUAL)	Each	50	\$	\$

Total Base Amount For (Line Items 1-62) \$\_\_\_\_\_

Renewal Terms: The City of Mission shall reserve the option to renew this order for an additional one (1) consecutive, one (1) year option period at the end of the base term. A bidder may offer a fixed maximum percentage of escalation for the additional year. The term of this contract shall be one (1) year from contract award date. The amount of escalation will be taken into consideration in evaluation of the bid. State maximum percentage of escalation as follows:				
	*9	% 1st year renewal term		
*IF NO PERCENTAGE OF ES	CALATION IS I	NCLUDED A ZERO PERCEN	NTAGE WILL BE ASSUMED.	
Owner or President Name: Company Name: Company Address: City, State, Zip Code: Telephone Number: Fax Number: Email: Tax ID Number:				
**Company Representative's Sign	nature	Date		
Company Representative's Name	(Please Print)			
Company Representative's Title				

<sup>\*\*</sup>Signature on this form indicates agreement with "Pricing, Instructions to Bidder-General Terms and Conditions, and Specifications

# City Of Mission Vendor Acknowledgment Form - Non-Collusive Bidding Certification Bid Name/No.: Meter Connect Supplies / 20-142-02-06

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid: the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date:	 
Company Name:	 
Signature:	 
Title:	 

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

# City of Mission Addenda Checklist

**Bid Name/No.: Meter Connect Supplies / 20-142-02-06** 

Bid of:						
(Bidder Company Na	ame)					
To: City of Mission Ref.: "Meter Connect Supplies"/ 20	0-142-02-0	06				
Ladies and Gentlemen:						
The undersigned Bidder hereby acknowledge	owledges re	ceipt of the follow	wing Addenda	a to the caption	oned RFB (init	ial if applicable)
No. 1 No. 2 No. 3	_ No. 4	No. 5				
Respectfully submitted,						
Bidder:	_					
By:	_					
(Authorized Signature for Bidder)						
Name:	_					
Title:						
Date:						

#### City of Mission

## **GENERAL BUSINESS QUESTIONNAIRE**

(SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

1.	Name of Offeror ("Business"):					
2.	List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).					
3.	Number of years in business under present business name:					
4.	If applicable, list all other names under which the Business identified above operated in the 5 years.					
5.	Annual Gross Revenue (Past year): (M represents millions, K represents thousands)  \$\Bigsim \frac{1}{2} \text{100K or less} \Bigsim \frac{1}{2} \text{100K} \Bigsim \frac{1}{2} \text{500K-\$1M} \Bigsim \frac{1}{2} \text{10M-\$5M} \Bigsim \frac{1}{2} \text{5M-\$10M} \Bigsim \frac{1}{2} \text{5M-\$10M}					
6.	Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? \( \subseteq Yes \subseteq No \)					
7.	Number of current employees:					
8.	Has the Business, or any officer or partner thereof, failed to complete a contract? ☐Yes ☐No					
9.	Is any litigation pending against the Business?   Yes   No					
10.	Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms.   Yes  No					

Signa	ure: Date: (Owner, CEO, President, Majority Stockholder or Designated Representative)
Name	Title:
below false termindisqua	idually and on behalf of the business named in this Business Questionnaire, do by my signature certify that the information provided in this questionnaire is true and correct. I understand that any statements or misrepresentations regarding the Business named above may result in: 1 ation of any or all contracts which City of Mission has or may have with the Business; 2 lification of the Business from consideration for contracts; 3) removal of the Business from City on's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.
20.	If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).
19.	Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured.   No
18.	Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so then Bidder will provide a copy of the plan. ☐Yes ☐No
17.	Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?   Yes  No
16.	Has the Business been a defaulter, as a principal, surety, or otherwise?
15.	Is the Business in arrears on any contract or debt?    Yes   No
14.	Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default Yes No
13.	Are there any proceedings pending relating to the Business' responsibility, debarment suspension, voluntary exclusion, or qualification to receive a public contract?  Yes No
12.	Has the Business been debarred, suspended, proposed for debarment, declared ineligible voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting?  Yes No
11.	Has the Business ever been declared "not responsible" for the purpose of any governmenta agency contract award?   Yes   No

# LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
2.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
3.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
4.	Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:

1.