



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

**INVITATION FOR BID (IFB)
For Indefinite Delivery Indefinite Quantity (IDIQ)
Plumbing IFB NO: 789-LIT-06122024**

WHEN BIDDING:

Each bid must be placed in a separate sealed envelope and clearly marked "SEALED BID" with the bid opening date, requisition number, and bid title immediately below the return address on the SEALED BID ENVELOPE.

ANY changes or modifications to this bid form may result in disqualification. Return all pages of IFB with bid submission.

BID DUE DATE AND TIME: August 6, 2024, 2:30 p.m. CDT

REQUISITION NO: IFB-789-LIT-06122024

BID TITLE: IDIQ Plumbing Services

NIGP CLASS CODE(S): 934-64, 910-60

PURCHASER: Kristie Cardenas

RETURN BIDS TO:

MAIL, COURIER or HAND DELIVER BIDS TO:

Lamar Institute of Technology

ATT: Kristie Cardenas

Beeson Building, Room 244

855 E Lavaca, Beaumont, TX 77705

NO OTHER BID DELIVERY WILL BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL LIT TERMS AND CONDITIONS LOCATED AT

<https://www.lit.edu/pdf/6420/lit-general-terms-conditions-tsus-v-4-18-22l-pdf>

VENDOR NAME AND ADDRESS:

VENDOR TELEPHONE

VENDOR EMAIL

BID MUST INCLUDE A VENDOR ID - EITHER A TIN OR AN EIN ENTERED BELOW:

VENDOR'S TEXAS IDENTIFICATION NUMBER (TIN)

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THE TIN IS THE PAYEE IDENTIFICATION NUMBER ASSIGNED AND USED BY THE COMPTROLLER OF PUBLIC ACCOUNTS OF TEXAS TO PROCESS PAYMENT FOR GOODS/SERVICES. To set up a TIN please visit <https://fmxcpa.state.tx.us/fmx/payment/resources/tin.php>

If this number is not known, complete the following:
VENDOR'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN)

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In an effort to minimize identity theft, every company MUST have an EIN, also known as a Federal Tax Identification Number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

By signing this bid, Bidder certifies that if a Texas address is shown as the address of the Bidder, Bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

BIDDER MUST SIGN BELOW:

FAILURE TO SIGN WILL DISQUALIFY BID.

BIDDER AUTHORIZED SIGNATURE

DATE

Printed Name and Title

Plumbing IFB/IDIQ NO: 789-LIT-06122024 Price Proposal

***Rates shall be fixed for initial twenty-four (24) month contract period**

*Year 1: September1, 2024 – August 31, 2025

*Year 2: September1, 2025 – August 31, 2026

Optional Renewal Year 3: September1, 2026 – August 31, 2027

Optional Renewal Year 4: September1, 2027 – August 31, 2028

Optional Renewal Year 5: September1, 2028 – August 31, 2029

Service Description		Cost
Normal work hours: 8:00a.m. – 5:00p.m., Monday - Friday		
Apprentice Plumber	Hourly Rate	
Journeyman Plumber	Hourly Rate	
Master Plumber	Hourly Rate	
Hydro Jetting Sewer Lines	Hourly Rate	
Hydro Jetting Sewer Lines	Daily Rate	
Video Inspections	Hourly Rate	
Backhoe with Operator	Hourly Rate	
Overtime work hours: Saturday/Sunday/Holidays or after 5:00p.m., Monday - Friday		
Apprentice Plumber	Hourly Rate	
Journeyman Plumber	Hourly Rate	
Master Plumber	Hourly Rate	
Hydro Jetting Sewer Lines	Hourly Rate	
Hydro Jetting Sewer Lines	Daily Rate	
Video Inspections	Hourly Rate	
Backhoe with Operator	Hourly Rate	
Additional Repair Items per square foot		
Cutting Concrete		
Replacement of Concrete		
Cutting Asphalt		
Replacement of Asphalt		
Maximum Annual Escalation Rate (starting year 3)	%	
MATERIAL COST		
Cost plus _____%.		
Note: Acquisition of large quantities of building materials may be purchased by LIT (if prior arrangements have been made).		

SCOPE OF WORK

1. PURPOSE:

- a. Lamar Institute of Technology's (LIT) seeks to obtain non-exclusive services from at least one (1) qualified plumbing contractor to be readily available to provide miscellaneous campus building maintenance, repair, or renovation services as-needed/requested. Work shall be done on a time and materials basis. Work will generally be limited to small jobs. Extended or larger jobs may be bid out at LITs discretion. Contractor(s) shall provide their own tools and equipment.
- b. Services shall include, but are not limited to, the following:
 - 1.Domestic water line installation and repair
 - 2.Sanitary sewer line installation and repair
 - 3.Storm sewer line installation and repair
- c. Bidder shall provide all Labor, Equipment, Parts and Materials to perform Annual Plumbing Maintenance and Repair Services on the LIT Campus.
- d. Base contract term shall be for two (2) years, beginning September 1, 2024 to August 31, 2026. LIT may renew the contract for up to three (3) additional one (1) year renewal terms.
- e. Any price increase(s) must be submitted in writing by vendor and accepted by LIT in writing before increase or the contract will be breached.
- f. This agreement is for indefinite delivery and indefinite quantity. Purchase Orders will be issue on an as-needed basis. The amount of material per delivery is not definite or any quantities guaranteed.
- g. LIT has the option to re-bid or cancel this contract with a thirty (30) day written notice. Termination by LIT for cause, default, or negligence on the part of the Contractor shall be excluded from the preceding statement. The thirty (30) day advance notice requirement is waived in the event of termination for cause.
- h. Contractor: Each Bidder shall submit with his/her bid a Contractor Qualification Statement – TSUS form (see attached). LIT retains the right to assign projects and choose Contractors from the pool of qualified bidders based on previous performance and demonstrated qualifications and experience. LIT retains the right to request additional proof of qualifications from Contractor(s) for the duration of this contract as required by the nature of the project as well as tour selected projects and interview the owners/agents representing these projects to determine qualifications. A copy of the shop's master license will be required. All Bidders shall have an office located in Jefferson County or a surrounding county within Highway District 20 and have been in business for at least five (5) years. In lieu of the five (5) year requirement, a firm whose principals have been in a management position in a plumbing contracting firm for five (5) years may be considered. In addition, each Bidder shall be licensed and bonded with the City of Beaumont.
- i. Craftsmen: defined as licensed plumber who has gone through extensive training and/or apprentice program and has demonstrated expertise in his/her area field. LIT may, in writing, require the Contractor to remove any employee from work that LIT deems incompetent, careless, or unprofessional.
- j. Rates shall be fixed for the initial twenty-four (24) month contract period. Rates shall only be adjusted during each renewal term as indicated on the above Price Proposal.
- k. Man-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor(s) owned or rented equipment is not chargeable directly but is overhead and the cost included in the hourly rate.

- l. The hourly rate shall include direct labor, general and administrative overhead, taxes, insurance, profit and the cost of equipment that is normal and necessary (trucks, tools, etc.). LIT shall accept no bid with a minimum charge stipulation.
- m. Billing/invoicing shall be made on a per-job basis and as mandated by the *Texas Prompt Payment Act*. Progress payment schedules for any extended Project shall be made only with the approval of the Facilities Director. All invoices shall be directed to the Facilities Director for approval before being forwarded to the Business Office for payment.
- n. Response Time Required is dependent upon job. For routine services, response time should be two (2) to three (3) days maximum; emergency repair response time shall be no later than next day.
- o. Subcontracting: No part of this contract may be sub-contracted.
- p. Only the following persons are authorized to request call-outs against this contract:
 - 1. Jonathon Berittech – Facilities Director
- q. Safety: Contractor(s) required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, Contractor(s) shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this agreement.
- r. Clean-up: Contractor(s) shall, at all times, keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the project manager. Staged materials shall be organized and placed so they do not interfere with the access to LIT functions.
- s. Estimates: Prior to the commencement of any non-emergency work, LIT Facilities Director will request the Contractor to prepare a written “Not to Exceed Estimate” containing the following:
 - 1. Brief description of the work to be performed
 - 2. Number of labor hours and types of labor
 - 3. Material cost estimate
 - 4. Total cost estimate
 - 5. Number of calendar days required to complete the work after LIT authorization

Note: Acquisition of large quantities of building materials may be purchased by LIT (if prior arrangements have been made).

GENERAL INFORMATION

1. **REQUIRED ITEMS FOR QUALIFIED BID PACKAGE:**

- a) Completed Bid Form
- b) Bidder's IRS W9 Form
- c) Certificate of Insurance Sample

2. **POINT OF CONTACT:** The following person is the Point of Contact for this IFB. Bidders shall restrict all contact and direct all questions regarding this IFB, including questions regarding terms and conditions and technical specifications to the Point of Contact person by email only.

Kristie Cardenas, Procurement Specialist

Email: purchasing@lit.edu

3. **FREIGHT AND DELIVER:** Quote freight on board F.O.B. destination, prepaid and allowed. If freight is to be additional, Bidder must state freight/delivery charges not to exceed on the bid sheet. If amount line is left blank, Bidder indicates that freight will not be charged or is included in the price of the item.

Deliver to:

Lamar Institute of Technology
855 East Lavaca
Beaumont, Texas 77705

4. **SUBMISSION OF BID:** If submitting by mail or courier service, the Bidder is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified in this IFB.

It is the Bidder's sole responsibility for preparing, submitting and delivering a bid to the designated location on or before the published bid deadline. LIT has decentralized mail and package delivery. Courier mail or delivery services may not deliver directly to the specified submittal location.

- a) LIT will not consider any response to this solicitation not received at the address specified by the deadline, regardless of whether it has been received elsewhere on the LIT campus.
- b) Failure to deliver by the submittal deadline may not be grounds for disputing the procurement solicitation process or any resulting Contract award.
- c) LIT will not acknowledge or receive bids that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- d) Submit an original and two (2) copies of your complete bid package are required.
- e) Response/bid package (envelope) must indicate on the lower left-hand corner:
 - Bidder's company name
 - Response due date and time
 - IFB Number
- f) All costs and expenses related to the preparation and submittal of a bid package shall be borne by the Bidder.

5. **QUESTIONS AND ADDENDA:** Any clarifications or interpretations of this IFB that materially affect or change this solicitation will be issued by LIT via the Electronic State Business Daily (ESBD) website located at: <http://www.txsmartbuy.com/esbd>. It is the responsibility of each Bidder to check this website frequently for any posted addenda. Bidder shall consider and acknowledge specific receipt of each in his or her response. Reference the IFB number provided in this solicitation on any communications with LIT point of contact.

Only LIT responses to inquiries made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

6. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and shall be subject to public disclosure after a contract is awarded under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Any information, documentation, and other material provided in connection with this solicitation, or any resulting contract, may be subject to public disclosure as noted above.

Any part of this solicitation response that, in the opinion of the Bidder, is of a proprietary or confidential nature must be clearly, specifically and prominently marked as such by the Bidder. However merely indicating or marking in no way guarantees that the State shall view the furnished information as such regardless of how it is identified.

Bidders are hereby notified that the College strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of IFB information.

7. **AWARD PROCESS:** In accordance with The Texas State University System Rules and Regulations, Chapter III, and the Texas Education Code Section 51.9335, LIT intends to carefully evaluate responses to this IFB to determine which response in total shall constitute the best value to LIT.
- a) LIT may use the best value factors listed below in determining the lowest overall cost for this solicitation, including by not limited to:
 - Delivery Costs
 - Life Cycle Costs
 - Quality and Reliability of the Goods and Services
 - Delivery Terms
 - b) Only those bids that are deemed to be in administrative compliance will be evaluated for responsiveness to State's needs.
 - c) LIT makes no guarantee that an award will be made as a result of this solicitation, and reserves the right to accept or reject any or all offers, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this solicitation or resulting contract when deemed, by LIT, to be LIT's best interest.
 - d) Representations made within the offer will be binding on responding vendors. LIT will not be bound to act by any previous communication or offer submitted by the firms other than in response to this solicitation.
8. **GROUP PURCHASING CLAUSE:** Texas law authorizes institutions of higher education (defined by Section 61.003, [Texas Education Code](#)) to use the group purchasing procurement method (ref. Section 51.9335 [Texas Education Code](#)). Contractor agrees that other Texas institutions of higher education may enter into a separate agreement or contract with Contractor for the purchase of the services described herein based on the terms, conditions, and process of this Agreement.

ATTACHMENT

Contractor's Qualification form

Lamar Institute of Technology 855 E Lavaca Beaumont, TX 77705	CONTRACTOR'S Qualifications
	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div>Tax Payer ID No.</div>

Name of Firm and address with zip code on the above lines

Area Code and Telephone

Corporation ____ Partnership ____ Individual ____

Fax Number

CONSTRUCTION CAPABILITIES

General ____ Electrical ____ Plumbing ____

HVAC ____ Fire Sprinkler ____ Other ____

Date

BUSINESS OWNERSHIP INFORMATION:

HUB?

Yes ____

No ____

If yes, State HUB Certification Number: _____

____ Black American

____ Hispanic American

____ Native American

____ Woman Owned

____ Asian Pacific

SMALL BUSINESS?

Yes ____

No ____

CORPORATION ONLY:

Date of Incorporation

Name of State(s) in which Incorporated

If not incorporated in Texas give Certificate
to do business in Texas

Certificate No.

Date Of Authority

President's Name

Vice President's Name

Secretary's Name

Treasurer's Name**PARTNERSHIP ONLY:**

Is the partnership: General ____ Limited ____ Association ____
Date of Organization

Names and addresses of all partners with zip codes on the above lines (use additional sheet if necessary)

Percent (%) of work done
by self

No. of permanent
employees

Geographical limits
of operations

No. of years in business

List any different names you have done business; give name/location

Has Firm ever failed to complete project or defaulted on contract? If so, state where and why on the above lines.

Has Firm ever been engaged in litigation over any contract? If so, explain on the above lines.