



# CITY OF LAKE JACKSON

April 26, 2018

## Bid Documents and Specifications

Bid No. 18-04-002 – Portable Pumps for Storm Water Pump  
in  
CITY OF LAKE JACKSON

### ADDENDUM NO. 1

This supplement to the Bid Documents and Specifications is issued prior to the receipt of bids.

In the bid documents, several pages have been replaced with revised sheets. Changes were made to the original bid documents. The changes pertain to:

1. Removed - ~~Please provide one sample of product and the packaging for the product free of charge.~~ (page 3)
2. Added - **If there is a monthly charge for standby for each pump please submit that charge with your bid.** (page 12)

The bid documents and specifications attached are the corrected sheets. When submitting a sealed bid please include the corrected, updated bid documents and specifications.

Please sign and return by email to [kkennedy@lakejacksontx.gov](mailto:kkennedy@lakejacksontx.gov) or by fax to the Lake Jackson Purchasing Department at 979-415-2520. **\*Also indicate receipt of this addendum with your bid on the bid proposal form on page 13.\***

### Acknowledgment of Receipt of Addendum No. 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company



City of Lake Jackson  
25 Oak Drive  
Lake Jackson, Texas 77566  
[www.lakejackson-tx.gov](http://www.lakejackson-tx.gov)

SPECIFICATIONS FOR BID # 18-04-002 - Portable Pumps for Storm  
Water Pumping  
BID OPENING DATE: Tuesday May 1, 2018

Notice is hereby given that the City of Lake Jackson will receive sealed bids for the purchase of the following item:

**BID NO. 18-04-002 – Portable Pumps for Storm Water Pumping**

Sealed bids are due at 2:00 p.m. Tuesday May 1, 2018 after which time all qualified bids will be opened and publicly read aloud at City Hall, 25 Oak Drive, Lake Jackson, TX. Bid information and specifications may be obtained from the City of Lake Jackson Purchasing Department at City Hall or by visiting our website at [www.lakejackson-tx.gov](http://www.lakejackson-tx.gov). Bids received after the specified deadline will not be accepted.

Sealed bids shall be clearly marked with the bid number and title addressed to:

City of Lake Jackson  
c/o Purchasing Department  
25 Oak Drive  
Lake Jackson, Texas 77566  
BID NO. 18-04-002 – Portable Pumps for Storm Water Pumping

Ads run: Sunday April 15, 2018 and April 22, 2018

## BID SUBMITTAL CHECKLIST

One (1) original completed copy of vendor's bid submittal, one (1) electronic copy of vendor's bid submittal, and one (1) business card

Vendor's Drug and Alcohol Testing Policy

Completed Bid Proposal/Tabulation Sheet

Signed Specification Compliance Certification Form

Contractor References

Signed Conflict of Interest Questionnaire

## STANDARD TERMS AND CONDITIONS

The City of Lake Jackson, Texas will accept sealed bids for the purchase of portable pumps for pumping of storm water during flooding events in accordance with the following specifications. A complete bid shall include all Standard Factory Specifications as well as all dealer added options. The selection will be based on overall price and reliability of the bids. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or to make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the Lake Jackson City Council reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

### **General Instructions**

Each part of the bid package is broken into sections and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected. These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the City's Standard Terms and Conditions as well as any future terms and conditions incorporated via Addendum to this Bid.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Lake Jackson's interpretation shall govern.

1. Bids should be submitted by mail or delivered to:

City of Lake Jackson  
Attn: Purchasing Dept.  
25 Oak Drive  
Lake Jackson, Texas 77566

Bids must be submitted in a sealed envelope marked:  
**BID NO. 18-04-002 – Portable Pumps for Storm Water Pump**

2. Timeline and Due Date

Event	Date
1 <sup>st</sup> Advertisement	April 15, 2018
2 <sup>nd</sup> Advertisement	April 22, 2018
Question submittals	April 23, 2018
Answers to submitted questions	April 25, 2018
Bid Opening	May 1, 2018

3. The Bidder must complete and attach the "Specification Compliance Certification" form and the "Conflict of Interest Questionnaire". **NO BID WILL BE ACCEPTED WITHOUT THESE COMPLETED AND SIGNED FORMS.**
4. One original completed copy of vendor's bid and one electronic copy should be submitted to the city in bid package with current business card.
5. Three commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference should include: customer who supervises contract, their position, address, phone number, scope of work provided to customer and length of time vendor has serviced customer.

**Funding**

Funds for payment have been provided through the City of Lake Jackson 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 Lake Jackson fiscal year shall be subject to budget approval by the City Council.

**Late Bids**

Bids received in the Purchasing Department after the submission deadline will be considered void and unacceptable. The City of Lake Jackson is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Lake Jackson Purchasing Department shall be the official time of receipt.

**Altering Bids**

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initiated by the signer of the bid, guaranteeing authenticity.

**Pricing**

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on the Tabulation sheet and to extend and show the total. Bid price must be submitted on units of quantity specified and total shown. In the event of discrepancies in extensions, the unit price shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

### **Withdrawal of Bids**

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the city prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

### **Sales Tax**

The City of Lake Jackson is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the bid.

### **Bid Award**

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (90) days following the date specified for the opening of bids. The City reserves the right to award a separate contract to separate bidders for each item/group of pumps or to award one contract for the entire bid. The decision of the City shall be final. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material or alter any of the conditions, terms or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the contract awarded.
2. Whether the bidder has a satisfactory record of performance with the City or other entities.
3. Any other factors that could be material to the bidder's ability to comply with the contract.

### **Delivery**

All Delivery and freight charges F.O.B. City of Lake Jackson are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

### **Delivery Promise - Penalties**

Quotations must show the number of calendar days required to place the materials in the possession of the City. Do NOT quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing department, who shall have the right to extend the delivery if reasons for the delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the purchasing department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

### **Rejection of Bids**

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within ninety (90) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

**Conflict of Interest**

The bidder certifies that this bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the City or any relative thereof, will realize a financial gain, directly or indirectly, shall be void. No public official shall have interest in this contract in accordance with Chapter 171 of the Texas Local Government Code. The conflict of interest form must be completed and submitted with this bid.

**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 the City of Lake Jackson. More than one proposal on anyone contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

**Insurance**

Bidder shall provide a copy of current insurance certificates or policy declarations' page. The bidder must carry general liability, auto liability, and workers compensation insurance coverage.

**Descriptions**

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Lake Jackson to be DESCRIPTIVE – NOT RESTRICTIVE and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality and the burden of proof of such quality rests with them. The City of Lake Jackson shall act as sole judge in determining quality and acceptability of products offered.

**Addenda**

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Lake Jackson purchasing department. Addenda will be mailed or emailed to all who are known to have received a copy of the Bid. Bidders shall acknowledge receipt of all addenda.

**Bids Must Comply**

Bids must comply with all federal, state, county and local laws concerning this type of good or service. Federal and state regulations apply to all City of Lake Jackson contracts using federal funds as a source for the solicitation of goods and services.

**Documentation**

Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of bid.

**Notice**

Any notice provided by this bid shall be deemed to have been given and received on the next business day after such written notice has been deposited in the mail.

**Invoices**

Invoices submitted for payment shall be addressed to the City of Lake Jackson and shall reference the approved purchased order number. Periodic payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

### **Quality Control**

Goods 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 failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

### **Israel**

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

### **Term**

The initial contract period shall be for one (1) year and will begin as of the date on the Notice of Award. There will be an option to renew for two (2) additional years. The renewal will be based upon contractor satisfactory performance and funding as made available by the City through its regular budgeting process on an annual basis.

### **Access to Documents**

The Contractor shall allow access by the state, city, FEMA and the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor that are directly pertinent to this Bid for the purpose of making audit, examination, excerpts and transcriptions.

### **Acknowledgment**

By submitting a Bid, the Bidder certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

### **Bidder Expenses**

No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like.

### **Request for Additional Information/Clarification**

The Bidder shall furnish such additional information/clarification as the City may reasonably require. The City reserves the right to make investigations of the qualifications of the Bidder as it deems appropriate, including but not limited to, a background investigation of service personnel to be conducted by the City of Lake Jackson Police Department or its designees.

### **Most Favorable Pricing**

By submitting a Bid, the Bidder guarantees the City that the prices reflected in the Bid are no higher than those charged the Bidder's most favored customer for the same or substantially similar service.

### **Non-Discrimination**

The successful Bidder will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

### **Accident Prevention**

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

### **Clean Air and Water Acts**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection.

### **Contract Work Hours and Safety Standards**

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C

### **Disadvantage Business Enterprises (DBE) Contractors**

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

### **Retention of all Records**

The service provider is required to retain all records for three (3) years after the City makes final payment and all other pending matters are closed.

### **Unauthorized Alien Workers**

The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (“INA”). The CITY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

### **Debarment and Suspension**

This contract will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the bidder will be required to verify that none of the bidder, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



**Byrd Anti-Lobbying Amendment.**

Contractors who are awarded the bid will be required to file the a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Contract Administrator**

Under this contract, the City of Lake Jackson has designated David Van Riper as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Lake Jackson City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the City of Lake Jackson Purchasing Department at (979) 415-2420.

**Questions and Answers**

Questions concerning any aspect of the bid must be submitted by April 23, 2018 to the purchasing department in writing via fax or email. Any questions submitted after this date will not be answered. The purchasing department will compile all questions and provide answers to all interested bidders. The provided question and answers will also be located on the purchasing website. Answers will be posted by April 25, 2018.

**SPECIFICATIONS**

**Scope of Services**

The City of Lake Jackson, Texas is seeking to establish a pre-event contract with a qualified firm to provide portable pumps for pumping of storm water during flooding events. The awarded Bidder may be asked to deliver pumps and hoses to assigned locations before a flooding event occurs or during the flooding event. The pumps are required to be delivered and set up within 72-hours notice from the City of Lake Jackson. The pumps are required to stay in the possession of the City until the City gives notice that the pumps may be removed.

Services will include, but are not limited to, the following activities:

1. Delivering and assembling of self-priming industry standard pumps and equipment sufficient to meet the needs of the City of Lake Jackson within 72 hours of request.
2. Performing emergency repairs. The City shall maintain the pumps while they are in the City’s possession.
3. Documenting the number of pumping hours showing on pump meter at the time of delivery and the number of pumping hours shown on pump meter at the time of return.
4. Providing pumps with a GPS feature, if possible.
5. Explain clearly the charge for overtime usage of each pump (if different) and when the overtime charges go into effect.

**Staffing Requirements – Service Provider**

The Bidder represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists and notify the parties accordingly.

All of the services required herein under shall be performed by the Bidder or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Bidder warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**Subcontractors**

Upon activation notice, the Service Provider shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

**Bid Evaluation**

The City will review all qualified bids and select the lowest and most responsible Bidder, which shall be determined by price and by ability to fulfill the needs described in this Bid. All Bids will first be screened for adherence to the requirements of this Bid. The City will not consider non-responsive Bids. A non-responsive Bid is a Bid that was not timely submitted or fails to meet the material terms and conditions of this Bid.

The principal selection criteria are:

1. Contract Cost
2. Equipment Available for Use with this Contract
3. History of Similar Work
4. References

Therefore, the Bid should include the following information:

1. Cost for services
2. Training and experience of mechanics who will be performing emergency repairs
3. Training and experience of employees who will be assembling the pumps.
4. Equipment resources (company versus sub-contractor owned)
5. List of sub-contractors
6. References

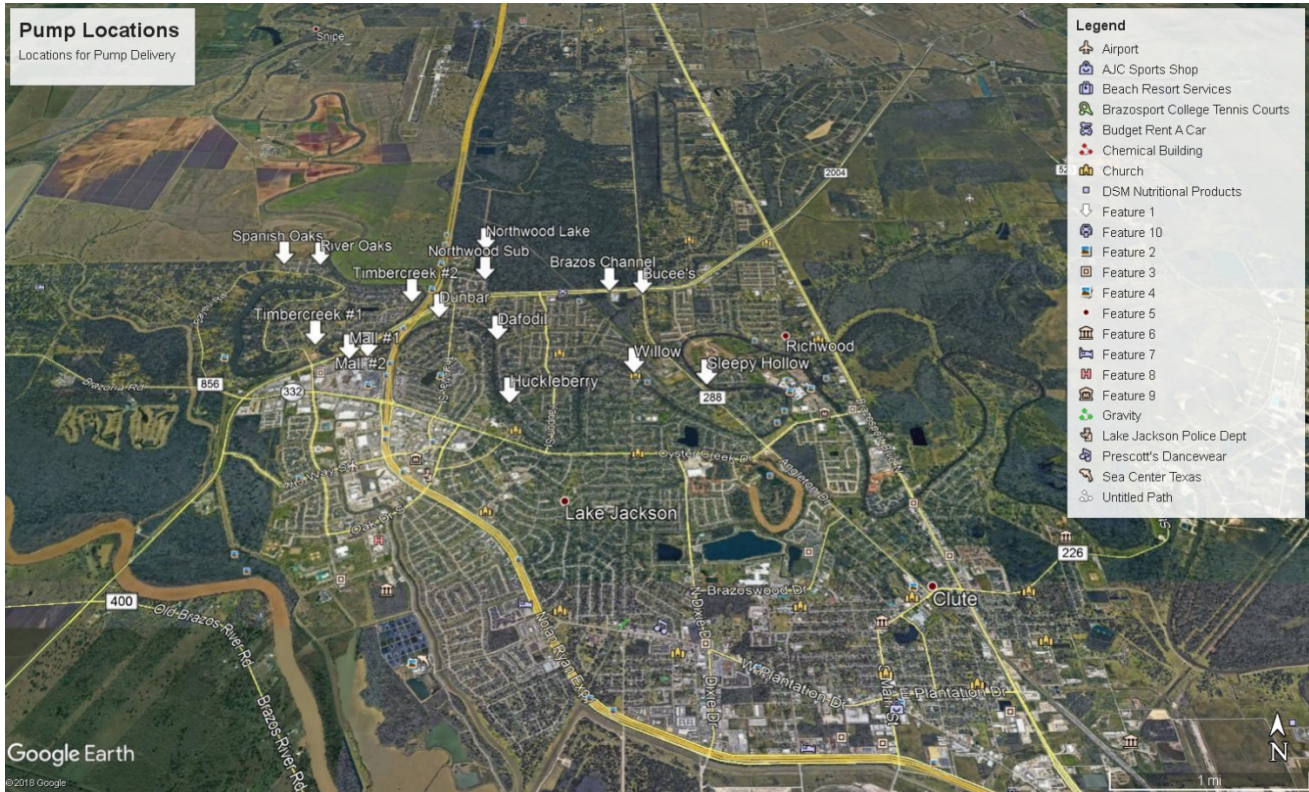
# Attachment A - Pricing Schedule

## Pumps

### Section A – Listed Pumps, hoses, and locations

Item Number	Location	Description	Feet Suction Hoses	Feet Discharge Hoses
1	Timbercreek #1	12" Vac Asst Diesel Pump Silent	20	75
2	Timbercreek #1	12" Vac Asst Diesel Pump Silent	30	35
3	Timbercreek #1	6" Diesel Vac Asst Pump	20	50
4	Timbercreek #2	6" Diesel HP Prime Asst Pump	20	100
5	Mall #1	6" Diesel HP Prime Asst Pump	40	100
6	Dunbar (off)	6" Vac Asst Diesel Pump	20	50
7	Brazos Chanel	8" Diesel Vac Asst Pump	20	50
8	Brazos Chanel	6" Vac Asst Diesel Pump	20	50
9	Brazos Chanel	8" Vac Asst Diesel Pump Silent	20	50
10	Bucee's	8" Vac Asst Diesel Pump Silent	20	60
11	Sleepy Hollow	6" Diesel Vac Asst Pump	20	100
12	Willow	6" Vac Asst Diesel Pump	20	50
13	Willow	6" Pump (running)	20	50
14	Huckleberry	6" Vac Asst Diesel Pump Silent	20	150
15	Huckleberry	6" Vac Asst Diesel Pump Silent	20	150
16	Daffodil	12" Diesel Pump	20	50
17	Daffodil	8" Diesel Pump	20	50
18	Daffodil	6" Diesel Pump	20	50
19	Spanish Oaks	8" Diesel Pump	20	200
20	Spanish Oaks	6" Diesel Pump	20	200
21	Spanish Oaks (Detention Pond)	6" Diesel Pump	20	100
22	Northwood (Lake)	12" Diesel Pump	40	50
23	Northwood (subdivision)	8" Diesel Pump	20	200
	<b>Spare</b>			
24	N/A	4" Vac Asst Diesel Pump	N/A	N/A
25	N/A	6" Diesel HP VA Diesel Pump R/4	N/A	N/A
26	N/A	4" Vac Asst Diesel Pump Silent	N/A	N/A
27	N/A	6" Vac Asst Diesel Pump	N/A	N/A

## Section B – Locations of Pumps



**\*Location is subject to change**

**Section C – Bid**

List pump size, suction, and discharge. Indicate if pumps have GPS capability. **Daily pumping limits must also be listed.**

Item No.	Item	Quantity	Setup and Removal	Daily Rate per Ft.	Weekly Rate per Ft.	Monthly Rate per Ft.	O.T. Rate
1	4" Diesel Pump	2	\$	\$	\$	\$	\$
2	6" Diesel Pump	15	\$	\$	\$	\$	\$
3	8" Diesel Pump	6	\$	\$	\$	\$	\$
4	12" Diesel Pump	4	\$	\$	\$	\$	\$
Total			\$	\$	\$	\$	\$

5	6" Suction Hose	260	\$	\$	\$	\$	\$
6	8" Suction Hose	120	\$	\$	\$	\$	\$
7	12" Suction Hose	110	\$	\$	\$	\$	\$
Total			\$	\$	\$	\$	\$

8	6" Discharge Hose	1150	\$	\$	\$	\$	\$
9	8" Discharge Hose	610	\$	\$	\$	\$	\$
10	12" Discharge Hose	210	\$	\$	\$	\$	\$
Total			\$	\$	\$	\$	\$

11	Mechanic Hourly Rate			\$			
12	Mechanic Per Diem Rate			\$			
13	Rental Protection Insurance Rate			\$			
14	Freight Inbound			\$			
15	Freight Outbound			\$			
16	Pump Repairs			\$			
17	Strainers			\$			
18	Flanges			\$			
<b>Bid Total</b>					<b>\$</b>		

\*If there is a monthly charge for standby for each pump please submit that charge with your bid.

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE:**

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE, EMAIL, & FAX:** \_\_\_\_\_

\_\_\_\_\_  
**AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No.      , Dated

## CONTRACTOR REFERENCES

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

# SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of \_\_\_\_\_ offers the City of Lake Jackson, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

## EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
<input type="checkbox"/>	_____ _____
<input type="checkbox"/>	_____ _____
<input type="checkbox"/>	_____ _____
<input type="checkbox"/>	_____ _____
<input type="checkbox"/>	_____ _____

The above item as detailed per specifications and any exceptions if offered (check one):

Without exceptions                       With exceptions as noted above.

## CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Lake Jackson, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

### For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**If there is no relationship, write N/A in Box 1 and sign the form.**

#### OFFICE USE ONLY

Date Received:

**1** Name of vendor who has a family, business, or employment relationship with local governmental entity.

**2** Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the City of Lake Jackson officer or employee receiving or likely to receive taxable income, other than investment income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the City of Lake Jackson officer or employee AND the taxable income is not received from the City of Lake Jackson?

Yes No

C. Does the City of Lake Jackson officer or employee serve as an officer or director, or hold an ownership interest of one percent or more, in the vendor's company?

Yes No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity Date