

**INVITATION FOR BIDS**

**CITY OF CONROE**

**2017-2018 LIGHT AND HEAVY  
VEHICLE AND HEAVY EQUIPMENT BID**



**CITY OF CONROE  
P.O. BOX 3066  
CONROE, TEXAS 77305**

**RESPONSES DUE SEPTEMBER 7, 2017**

**CITY OF CONROE PURCHASING DEPARTMENT**

## NOTICE TO BIDDERS

The City of Conroe will receive sealed bids in duplicate for New Vehicles. The proposals shall be appropriately marked “**2017-2018 City of Conroe Light and Heavy Vehicles and Heavy Equipment Bid**” and delivered to the City Secretary 300 West Davis, 3<sup>rd</sup> Floor, Conroe Texas 77301. The heavy Equipment includes a Backhoe with Canopy and two 8 yard Dump Trucks. Bids will be publicly opened and read on **Thursday, September 7, 2017, at 2:00 p.m.** in the 3<sup>rd</sup> Floor conference room at City Hall (300 West Davis).

Specifications and bidding documents may be secured from [www.cityofconroe.org](http://www.cityofconroe.org), departments, purchasing.

No proposal may in any way qualify, modify, substitute or change any part of the specifications contained herein.

The City of Conroe reserves the right to reject any and all offers, award parts of bids, award to multiple vendors and to waive informalities in submission of bids. The City of Conroe also reserves the right to award this proposal to the lowest most qualified responsible bidder meeting all the specifications or to the bidder who provides goods or services at the best value for the City.

CC: 8/20/17 & 8/27/17

**CITY OF CONROE, TEXAS**

## CITY OF CONROE

### 1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bids *in duplicate* on the prescribed forms or copies thereof, in a sealed envelope marked “**2017-2018 City of Conroe Light and Heavy Vehicles and Heavy Equipment Bid**”. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Bid Sheet.

### 2. **Questions and Inquiries:**

Information about this proposal should be directed to:

Kristina Colville, Purchasing Manager  
401 Sgt. Ed Holcomb Blvd.  
Conroe, TX. 77304  
Office: 936-522-3830

### 3. **Submission of Bids:**

Two (2) copies of each proposal shall be **CLEARLY MARKED “2017-2018 City of Conroe Light and Heavy Vehicles and Heavy Equipment Bid”** and submitted by mail or in person to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: September 7, 2017 @ 2:00 PM

USPS: City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77305

Physical: City of Conroe  
Soco Gorjon, City Secretary  
300 West Davis St.  
Conroe, TX. 77301

### 4. **Bid Evaluation and Award:**

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the *best value* to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

### 5. **Reservations:**

All Bids and associated materials received with your response will become the property of the City of Conroe and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Montgomery, and the City of Conroe, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration or litigation.

**6. Owner:**

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

***Best Value Selection Criteria:***

- |  |         |
|--|---------|
| a) Purchase price.                                     | 20 Pts. |
| b) Meets all bid specifications.                       | 20 Pts. |
| c) Bidder's principle place of business (§271.905).    | 20 Pts. |
| d) Compatibility with the Cities existing Equipment.   | 10 Pts. |
| e) Cities past history / experience with Manufacturer. | 15 Pts. |
| f) Best delivery.                                      | 15 Pts. |

**7. Bidders:**

Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

**8. Communications:**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

**9. Substitutions:**

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

**10. Default:**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

**11. References:**

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and e-mail address.

**12. Delivery of Bids:**

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

**13. Corrections:**

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

**14. Materials and Services:**

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

**15. Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

**16. Price of Materials and Sales Tax:**

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

**17. Indemnification:**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

---

(including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

**18. Conditions of Conduct:**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

**19. Ethical Standard:**

No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

**1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

**The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below:**

(Sample Forms are Attached)

([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm))

**20. Alternate Bid Items:**

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

**21. Unit Prices:**

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

**22. Payment:**

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

---

withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

**23. Proposal Agreements and Certification:**

**The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

**By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)

**CITY OF CONROE PURCHASING DEPARTMENT**

**2017-2018 VEHICLE BID PRICING SHEET**

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	BEST DELIVERY DATE
1	1 Or more	2017-2017 Short Wheel Base ½ Ton Truck 4 wheel drive, full size crew cab <b>Spec Community Development 0508</b> Model: _____ Page 9	\$	\$	
2	1 Or more	2017-2018 Long Wheel Base 1 Ton, 15 Passenger Van <b>Spec OJCC 0625</b> Model: _____ Page 10	\$	\$	
3	1 Or more	2017-2018 Long Wheel Base 1 Ton Truck, 4 Wheel Drive, Dual Rear Wheels, With Utility Bed, Regular Cab <b>Spec Drainage 0629</b> Model: _____ Page 11-13	\$	\$	
4	1 Or more	2017-2018 Long Wheel Base ¾ Ton Truck, 4 Wheel Drive, Regular Cab <b>Spec Drainage 0945</b> Model: _____ Page 14	\$	\$	
5	1 Or more	2017-2018 Standard Wheel Base ½ Ton Truck, Full Size, Regular Cab <b>Spec WWTP 0905</b> Model: _____ Page 15	\$	\$	
6	2 or more	2017-2018 8 Yard Dump Truck, Class 7 Chassis <b>Spec Street 0833 &amp; 0834</b> Model: _____ Page 16-17	\$	\$	



ITEM NO.	QTY.	<u>DESCRIPTION</u>	UNIT PRICE	TOTAL	BEST DELIVERY DATE
7	1 Or more	<b>2016-2017 Loader/Backhoe w/ Rops Canopy</b> <b>Spec Sewer E1024</b> <b>Model: _____</b> <b>Page 18</b>	\$	\$	
TOTAL BID				\$	_____

Name of Business: \_\_\_\_\_ By: \_\_\_\_\_

**CITY OF CONROE**  
**COMMUNITY DEVELOPEMENT**  
**MINIMUM SPECIFICATIONS**

**ONE (1) SHORT WHEEL BASE 1/2 TON TRUCK 4 WHEEL DRIVE**  
**FULL SIZE – CREW CAB**

**TRUCK SPECIFICATIONS** – 0508 Community Development

Typical: Harness	C-1500, F-150 Class III Hitch w/ Trailer Towing Package & 7-Wire
Cab:	Crew Cab (4-full size doors) 4x4
Bed:	Typical Fleetside / Styleside
Engine:	5.3 Liter V-8 Flex Fuel ( <i>Low Emissions</i> ) or Equivalent E.F.I.
Transmission:	6 Speed Automatic with Overdrive
GVWR:	6,800 lbs. Minimum
Wheel Base:	143.5” – 6’ Bed
Battery:	Maintenance Free w/Saver
Gauges:	Fuel, Water Temperature, Oil, Volt Meter, Hour Meter
Fuel Tank:	26 gal.
Wheels / Tires:	17” Steel, 235/70R17A/T
Axle Ratio:	3.73 Limited Slip
Power Package:	Power Steering & Locks w/Keyless Entry, Tilt & Cruise, Windows Power Brakes with 4-Wheel Anti-Lock Brake System
Bumpers:	Chrome Front and Rear
Mirrors:	Full View Mirrors
Color:	Exterior - White Interior - Blue or Gray Cloth
Seating:	Standard Cloth Split Bench 40 / 20 / 40
Flooring:	Rubber Floor with Floor Mats

Additions:

Tinted Glass

Electronic Trailer Brakes

Factory Air Conditioning

AM - FM Stereo.

Full Size Spare Tire

Spray In Bed Liner

Skid Plates

Spot Light Mounted to Driver Door

Valid State Inspection Certificate

CITY OF CONROE  
FLEET SERVICES  
MINIMUM SPECIFICATIONS

LONG WHEEL BASE 1 TON 15 PASSENGER VAN

**VAN SPECIFICATIONS** 0625 OJCC

Typical Model: G-3500, E-350 Long Wheelbase Passenger Van  
Engine: 5.7 Liter V-8 (***Low Emissions***) or Equivalent E.F.I. Gasoline  
Transmission: 4 Speed Automatic with Overdrive  
Battery: Maintenance Free w/ Saver  
Gauges: Fuel, Water Temperature, Oil Pressure, Volt Meter, Hour Meter  
Fuel Tank: 30 Gal.  
Wheels/Tires: 16" Steel, LT245/75R16 A/S Tires  
Axle: 3.73 Ratio Limited Slip  
Tilt Steering Wheel  
Cruise Control  
Power Steering  
Power Brakes with 4-Wheel Anti-Lock Brake System  
Chrome Front & Rear Bumpers  
Full View Mirrors  
Color: Exterior – White  
Interior – Blue or Gray  
Front Seating: Vinyl Bucket  
Rear Seating: Vinyl Bench Seat  
Flooring: Heavy Duty Vinyl  
Tinted Glass  
Factory Front & Rear Air Conditioning  
AM/FM Stereo with Clock  
Full Size Spare Tire  
Valid State Inspection Certificate

**CITY OF CONROE  
PUBLIC WORKS  
MINIMUM SPECIFICATIONS**

**LONG WHEEL BASE ONE TON 4 WHEEL DRIVE TRUCK DUAL REAR  
WHEEL, WITH UTILITY BED, REGULAR CAB**

**CREW TRUCK 4x4 SPECIFICATIONS** 0629 Drainage

Typical Model: F-450 with Trailer Towing Package and 7-Wire Harness  
Cab: Regular  
Engine: 6.7 Liter V-8 Power stroke or Equivalent Diesel  
Transmission: 6 Speed Heavy Duty Automatic with Transmission Oil Cooler  
GVWR: 13,300 lbs.  
Transfer Case: 2 Speed Manual  
Gauges: Fuel, Water Temperature, Oil Pressure, Volt Meter, Hour Meter  
Fuel Tank: 40 Gal.  
Wheels/Tires: 19.5” Steel, 225/70R19.5 A/S Tires  
Axle: 4.30 Ratio Limited Slip  
Dual Rear Wheels  
Power Steering  
Power Brakes with 4-Wheel Anti-Lock Brake System  
Chrome Front Bumper  
Rear CLASS V COMMERCIAL DUTY HITCH  
2,700 WD TW/20,000 WDGTW  
Full View Mirrors (Must provide view around utility bed 94” wide)  
Color: Exterior – White  
Interior – Blue or Gray Vinyl  
Seating: Vinyl Bench Seat for Three People  
Flooring: Heavy Duty Vinyl  
Tinted Glass  
Spot Light Mounted on Driver Door  
Full Size Spare Tire  
Valid State Inspection Certificate  
Factory Air Conditioning  
AM/FM Stereo with Clock

Factory Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ Bumper to Bumper.

**Unit Cost as Specified Above:** \_\_\_\_\_.

**Options:**

Extended Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ Cost \_\_\_\_\_.

**SPECIFICATIONS ON LONG WHEEL BASE UTILITY BED**

Typical Model: Rawson-Koenig Model# S84DW94 for Dual Rear Wheel

Body Length:	132 Inches Long
Front Vertical Compartment:	34 Inches Long
Second Front Vertical Compartment:	24 Inches Long
Horizontal Compartment Length:	50 Inches Long
Rear Vertical Compartment Length:	24 Inches Long
Horizontal Compartment Height:	21 Inches Tall
Body Height:	41 Inches
Floor to Compartment Top:	29 Inches
Compartment Depth:	20 Inches
Overall Body Width:	94 Inches
Floor Width:	54 Inches

Adjustable Trays

Stainless Steel Paddle Latches (Key Locking) all keyed alike

Automotive Type Neoprene Door Seals “D-Bulb Type”

Machine Chain Stops on all Doors

Recessed Directional Lights

D.O.T. Clearance Lights

Rear Step Bumper

Mud Flaps

**Utility Bed Cost:**

\_\_\_\_\_.

**Total Unit Cost:**

\_\_\_\_\_.

CITY OF CONROE  
FLEET SERVICES  
MINIMUM SPECIFICATIONS

LONG WHEEL BASE THREE QUARTER TON TRUCK, 4 WHEEL DRIVE,  
REGULAR CAB

**TRUCK SPECIFICATIONS:** 0945 Drainage

Typical Model: C-2500 or F-250 with Trailer Towing Package w/ 7-Wire Harness

Cab: Regular

Engine: 6.0 Liter V-8 (*Low Emissions*) or Equivalent E.F.I. Gasoline

Transmission: 4 Speed Heavy Duty Automatic with Transmission Oil Cooler

Battery: Maintenance Free w/ Saver

Transfer Case: 2 Speed Manual

Gauges: Fuel, Water Temperature, Oil Pressure, Volt Meter, Hour Meter

Fuel Tank: 30 Gal.

Wheels/Tires: 17" Steel, 235/70R17A/T Tires

Axle: 4.10 Ratio Limited Slip Front & Rear

Power Steering

Power Brakes with 4-Wheel Anti-Lock Brake System

Chrome Front Bumper

Full View Mirrors

Color: Exterior – White

Interior – Blue or Gray Vinyl

Seating: Vinyl Split Bench Seat 40 / 20 / 40

Flooring: Heavy Duty Vinyl

Tinted Glass

Spot Light Mounted on Driver Door

Factory Air Conditioning

AM/FM Stereo with Clock

Full Size Spare Tire

Valid State Inspection Certificate

Spray In Bed Liner

Factory Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ (Bumper to Bumper)

Extended Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ Extended Warranty Cost \$ \_\_\_\_\_

CITY OF CONROE  
PUBLIC WORKS  
MINIMUM SPECIFICATIONS

ONE (1) STANDARD WHEEL BASE 1/2 TON TRUCK  
FULL SIZE – EXTENDED CAB

**TRUCK SPECIFICATIONS** 0905 WWTP

Typical Model: C-1500, F-150, or Ram 1500 with Trailer Towing Package w/ 7-Wire Harness

Engine: V-8 (*Low Emissions*) or Equivalent E.F.I. Gasoline

Transmission: Automatic with Overdrive

Battery: Maintenance Free w/Saver

Gauges: Fuel, Water Temperature, Oil Pressure, Volt Meter, Hour Meter

Fuel Tank: 30 Gal.

Wheels/Tires: 17" Aluminum, 235/70R17A/T Tires

Axle: 3.73 Ratio Limited Slip

Power Package: Power Steering  
Power Brakes with 4-Wheel Anti-Lock Brake System

Color: Exterior – White  
Interior – Gray Cloth

Seating: Cloth Split Bench Seat 40 / 20 / 40

Flooring: Carpet

Other: Chrome Front & Rear Bumpers and Grill  
Full View Mirrors, Rear Backup Sensors  
Tinted Glass  
Factory Air Conditioning  
AM/FM/MP3 Stereo with Clock, Bluetooth  
Full Size Spare Tire  
Valid State Inspection Certificate

Factory Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ (Bumper to Bumper)

Extended Warranty: Years \_\_\_\_\_ Miles \_\_\_\_\_ Extended Warranty Cost \$ \_\_\_\_\_



CITY OF CONROE  
FLEET SERVICES  
STANDARD SPECIFICATIONS

(2) CLASS 7 CHASSIS

**CHASSIS SPECIFICATIONS** 0833 & 0834 Street

Typical Model: F-750  
Cab: Regular Cab  
Engine: 6.7Liter 270 HP Cummins Diesel  
Exhaust: Back of cab. Horizontal Tailpipe  
Transmission: 6-Speed Automatic HD TorqShift  
Battery: (2) 750cca w/Steel box and cover  
Alternator: 220 Amp Denso SC6  
Gauges: Fuel, Water Temperature, Oil Pressure, Volt Meter, Hour Meter  
Fuel Tank: 65 Gal.  
Wheels/Tires: 22.5 x 7.5 Steel / Goodyear 11R22.5 HWY  
Axle: Front: 12.000 lb I-Beam  
Rear: 21.000 lb Single Speed Spicer 21060D w/Differential Lock  
Rear Axle Ratio: 5.29  
Brakes: Air Brakes w/Cummins 15.2cfm capacity  
Bumper: Chrome Front Bumper  
(2) Frame Mounted Front Tow Hooks  
Mirrors: Full View Mirrors West Cost Style w/ Convex Mirrors  
Color: Exterior – White  
Interior – Blue or Gray Vinyl  
Seating: Driver Captains Chair 40%  
Passengers Bench w/folding back 60%  
Flooring: Heavy Duty Vinyl  
Tinted Glass  
Factory Air Conditioning  
AM/FM Stereo with Clock  
Valid State Inspection Certificate

CITY OF CONROE  
FLEET SERVICES  
STANDARD SPECIFICATIONS

8 YARD DUMP BED

**BED SPECIFICATIONS**

- 10' x 7' 8 Yard Dump Bed. 7 Long sills. 4 I beams cross members on 12" centers. rolled radius floor to sides. Vertical side post. Boxed Top rail. sides are to be 24" high, and the rear is to be 34" tall. Tapered Corner post, 10 gauge on sides, front, and tailgate, 7 gauge floor
- Double acting 6 panel Tailgate, with all hardware, latches, and spreader chains
- ½ Cab protector, all lights (LED) reflectors, and flaps
- Furnish and install Single cylinder under body dump system. 17 ton. with sub frame. Direct mounted PTO, "Clutch-Pak" unit for Ford 6 speed automatic Transmissions, all controls, safety prop. Back up alarm
- Ground level roll back mesh tarp by US TARPS
- 2x6 Woodside boards
- Side ladder
- Rear receiver hitch
- Clean and paint black
- Weight ticket
- Beacon omni-directional strobe

CITY OF CONROE  
SEWER DEPARTMENT  
MINIMUM SPECIFICATIONS

NEW LOADER / BACKHOE WITH ROPS CANOPY

**LOADER SPECIFICATIONS** E1024 Sewer

Typical Model:	Case 580N
Engine:	90HP Diesel Tier 4
Transmission:	Standard 4F – 4R
Electrical System:	12 Volts w/160Amp Alternator/850CCA
Gauges:	Full Gauges & Warning Lights w/Audible Alarm
Controls:	Pilot Controls
Hydraulic System:	High Flow Hydraulics
Loader Bucket Width:	82” Min. Long Lip with edge
Loader Bucket Lift Breakout Force:	3,925 lbs, Min.
Backhoe Bucket Width:	24” Min
Dipper Digging Force:	7,645 lbs, Min
Bucket Digging Force:	11,200 lbs, Min
Backhoe Dipper Stick:	Extendible with Pin to Prevent Movement
Outriggers:	Equipped with flip over Street Pads
Operators Floor:	Rubber Floor Mat
Tires:	Front: 11L x 16 – 12 ply Standard Lug Rear: 19.5L x 24 – 12 ply Standard Lug
Warranty:	1 <sup>st</sup> Year Bumper to Bumper Power Train 4 Year or 2,000 Hours
Repair Parts Availability:	Three to six working days from date ordered to delivery

**OPTIONS & ATTACHMENTS PRICE**

Enclosed Cab :	A/C, Heater, Defroster, Window & Wipers	_____
4x4 with Front Tires:	Front: 12 x 16.5 – 12 ply Standard Lug	_____
Lighting:	Work lights mounted on cab	_____
Radio:	AM/FM/MP3	_____

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business 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 local government officer or a family member of the officer 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 local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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

## **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.