

City of Texas City



INVITATION TO BID

Bid Number: 2025-469

Project Title: Housing Reconstruction_31261

Bid Closing Date: December 18, 2024 at 9am

No Bids submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME: Housing Reconstruction_ 31261

ISSUANCE OF ITB Monday December 2, 2024

DEADLINE FOR QUESTIONS: Wednesday December 11, 2024 at 9am

All questions will be answered in the form of an addendum. All questions related to this BID are to be directed to the Purchasing Coordinator via email to purchasing@texascitytx.gov

SUBMITTAL DEADLINE: Wednesday December 18, 2024 at 9am

SUBMITAL REQUIREMENT: One (1) Marked Original; Three (3) Marked Duplicates; one (1) Media Source

MAIL TO:

City of Texas City Purchasing Department
Attn: Gwynetheia Shabazz Pope, CTPM, CTCM
1801 9th Avenue North
Texas City, Texas 77590

**CITY OF TEXAS CITY
COMMISSION AWARD:**

A final determination will be made at a future City of Texas City Commission meeting. City of Texas City reserves the right to reject any and all Bids and waive any and all formalities and conditions.

TERM OF SERVICE/PROJECT:

An agreement shall be effective upon execution by the CoTC for three (3) years, and shall automatically renew for two (2) successive one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date

INVITATION TO BID

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SECTION 1

INTRODUCTION

1.1 Description of City of Texas City

The City of Texas City (“CoTC”) is a community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. CoTC employs more than 800 people to provide essential services to our residents.

CoTC located in Texas is a home rule city, and is governed through a Mayor lead form of government.

CoTC web page is located at <https://www.texascitytx.gov>

1.2 Objective of this Invitation to Bid

The City of Texas City (“CoTC”) is soliciting bids in response to this Invitation to Bid, ITB 2025-469 from qualified vendors to provide the Construction of a two (2) bedroom, two (2) bath Single-Family Structure (“the services”). The Services are more specifically described in **Section 2** (Scope of Work) of this ITB.

CoTC reserves the right to award multiple Agreements as a result of this ITB if deemed in the best interest of CoTC. CoTC makes no representations of any kind that an award will be made as a result of this ITB.

CoTC is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this ITB. This ITB provides sufficient information for interested parties to prepare and provide submissions for consideration by CoTC.

1.3 Public Information

Bidder is hereby notified that CoTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

CoTC strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the Agreement award. If the Bidder has notified CoTC, in writing, that the bid Document contains trade secrets or confidential information, CoTC will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall CoTC be liable for disclosure of such information by CoTC in response to a request, regardless of CoTC’s failure to take any such reasonable steps, even if CoTC is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that

chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Bidders are hereby put on notice that if the Bidder is awarded an agreement for procurement of goods or services, CoTC is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a bidder(s) does not guarantee the bidders(s) that CoTC shall issue any Purchase Order(s) for the Bidder's goods or services, or guarantee any particular volume use, number, or sales.

Bidder will be required to enter into an agreement with CoTC in a form substantially similar to the Proposed Sample Agreement between CoTC and Bidder (the "**Agreement**") attached to this ITB in Section 7 and incorporated for all purposes.

Bidders should be aware that the contents of the successful bid will become a part of the subsequent contractual documents. Failure of the Bidder to accept this obligation may result in the cancellation of any award.

By submitting a bid, Bidder further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this ITB. The failure or omission of Bidder to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each Bidder acknowledges that CoTC has made a reasonable attempt to provide the Bidder with relevant data. The Bidder, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

Bidders shall promptly notify the CoTC of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. CoTC shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

CoTC may, in its sole discretion, respond in writing to written inquiries concerning this ITB. Only CoTC's responses that are made by formal written Addenda will be binding on CoTC. Any verbal responses, written interpretations or clarifications other than Addenda to this ITB will be without legal effect. All Addenda issued by CoTC prior to the Submittal Deadline will be and are hereby incorporated as a part of this ITB for all purposes.

Bidders are required to acknowledge receipt of each Addendum as specified in this Section. The Bidder must acknowledge all Addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist must accompany the Bidder's bid.

Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to CoTC website. All such addenda issued by CoTC prior to the submittal deadline shall be considered part of the ITB. CoTC

shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Bid Evaluation Process

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the CoTC's purchasing policy. All bids submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this ITB, will be opened publicly. Any bids that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this ITB, will be rejected by CoTC as non-responsive due to material failure to comply with advertised specifications.

If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, CoTC alone will determine whether the variance is so significant as to render the Bid non-responsive.

Discussions may not be initiated by bidders. These discussions will be limited to issues and topics brought forth by the CoTC. Any attempt by bidder at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the CoTC shall be grounds for disqualification. Bidders shall not contact any CoTC personnel during the bid process without the express permission from the CoTC's Purchasing Coordinator.

A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. CoTC reserves the right to determine which Bid provides CoTC with the best value and which will be in CoTC's best interest. CoTC Commission shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

- i. the purchase price;
- ii. the reputation of the bidder's goods or services;
- iii. the quality of the bidder's goods or services;
- iv. the extent to which the goods or services meet the municipality's needs;
- v. the bidder's past relationship with the municipality;
- vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and
- viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

All correspondence relating to this bid, from advertisement to award, shall be sent to the CoTC's Purchasing Division. All presentations and/or meetings between CoTC and the bidder relating to this bid shall be coordinated by CoTC Purchasing Division. CoTC reserves the right to determine which bid provides CoTC with the best value and which will be in the CoTCs best interest.

CoTC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this ITB with one or more Bidders, (b) reject any and all bids and re-solicit bids, or (c) reject any and all bids and temporarily or permanently abandon this selection process, if deemed to be in the best interests of CoTC. Bidder is hereby notified that CoTC will maintain in its files concerning this ITB a written record of the basis upon which a selection, if any, is made by CoTC.

1.7 City of Texas City's Reservation of Rights

CoTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project, service and/or good and no such representation is intended or should be construed by the issuance of this ITB. Acceptance of a bid for consideration does not waive this reservation of rights, nor does it imply any obligation by CoTC.

CoTC reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Bidders.

1.8 System for Award Management (SAM.GOV)

All bidders contracting with CoTC may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by CoTC Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Bidder acknowledges and accepts that any costs incurred from the Bidder's participation in this ITB shall be at the sole risk and responsibility of the Bidder. Bidder understands and agrees that (1) this ITB is a solicitation for bids and CoTC has made no representation written or oral that one or more agreements with CoTC will be awarded under this ITB; (2) CoTC issues this ITB predicated on CoTC's anticipated requirements for the Services and/or goods, and CoTC has made no representation, written or oral, that any particular scope of services will actually be required by CoTC; and (3) Bidder will bear, as its sole risk and responsibility, any cost that arises from bidder's preparation of a bid in response to this ITB.

1.10 ITB Withdrawals and/or Amendments

City of Texas City reserves the right to withdraw this ITB for any reason. CoTC reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline.

1.11 Tax Exempt Status

City of Texas City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the bid. CoTC will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

City of Texas City Requires bidder to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Bid Validity Period

Once the submittal deadline has passed, any bid Document shall constitute an irrevocable bid to provide the goods and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the CoTC.

1.14 Equal Opportunity Employer

CoTC is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. CoTC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with City of Texas City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the CoTC Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with CoTC, or submits an application, response to a request for Bids or bids, correspondence, or other writing related to any potential agreement with CoTC. If no conflict exists the bidder must mark the form Not Applicable or NA and return with the bid packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with CoTC, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the bidder and the CoTC. Do not submit this form unless you receive an award letter from CoTC.**

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective bidder who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the CoTC's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- ix. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:

- a. Name, address and telephone number of the protestor.
- b. Identification of the solicitation or agreement number and time.
- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- d. Identification of the issue(s) to be resolved and statement of what relief is requested.
- e. Arguments and authorities in support of the protest.
- f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- x. In the case of request for proposals, the CoTC Purchasing Coordinator shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- xi. The CoTC's Mayor has the authority to render the final determination regarding the protest. Any determination rendered by the CoTC's Mayor will be final.

1.18 Pursuant to Sec. 2-341 of the CoTC Code – Declaration of Policy

- A. It is the policy of CoTC to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all CoTC contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with CoTC and other public and private sector business entities.
- B. Provided, however, nothing herein shall require CoTC to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Bidder and otherwise qualified unless CoTC may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Bidder.

SECTION 2

Scope of Work

2.1 Project Title: Housing Reconstruction_ 31261

2.2 Special Conditions (Bonds, Federal Clauses, etc..)

2.3 Brand Manufacture Reference

CoTC has determined that any manufacturer's brand defined in the Scope of Services meets the CoTC's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality CoTC desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. CoTC reserves the right to determine products and support of equal value, and whether other brands or models meet the CoTC's product and support needs.

2.4 Scope of Work – Requirements: Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure at 2400 31st Ave N. Texas City Texas, TX 77590

Attached: Scope of Services
2400 31st Ave- Structural
90 TC 2400_rev2

2.4.1- The awarded vendor must use its own employees

SECTION 3

BID PRICING

Bid of: _____
(Bidder Company Name)

To: City of Texas City

Ref.: Housing Reconstruction_31216

ITB No#: 2025-469

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this ITB and any attachments thereto, the undersigned proposes to furnish the Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure at 2400 31st Ave N. Texas City Texas, TX 77590 required pursuant to the above-referenced ITB upon the terms quoted below.

3.1 Bid Pricing for Services Offered

3.1.1 See below CoTC Pricing Bid (Ref. 3.5). It must be filled out completely and returned with this Pricing Bid.

3.2 CoTC's Payment Terms

CoTC's standard payment terms for services are "Net 30 days."

3.3 Price Increases Upon Extension

Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Texas City. Proposed pricing referenced in section 3.5 Pricing Sheet shall be form for three (3) years.

It is agreed that the City will have the option to extend the contract for up to two (2) additional years in one (1) year intervals. Upon option to extend, if approved by the CoTC, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to CoTC. The maximum increase allowed under this provision shall be four percent (4%) per year. CoTC will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by CoTC, as stated previously, is inserted in the blanks below, CoTC will consider that the amount of escalation is 0%. CoTC shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. CoTC cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by CoTC's Fiscal Year which begins in October and ends the following September. (example: FY 2025 October 1, 2024 – September 30, 2025).

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2026) ESCALATION _____%

SECOND ADDITIONAL YEAR (FY 2027) ESCALATION..... _____%

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from manufacturer.

3.4 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with CoTC, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Proposer. All purchases by governmental entities, other than CoTC, will be billed directly to and paid by that governmental entity. CoTC will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, CoTC will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with CoTC.

Yes, Others can purchase **No, Only the CoTC can purchase.**

3.5 Pricing Sheet

Pricing Sheet		
	ITEM:	
(1)		\$
(2)		\$
(3)	RATE:	\$
(4)	Percent mark-up, if any, to be applied to provided parts or materials	%
(5)	Percent mark-up, if any, to be applied to provided equipment if necessary	%
(6)	List any additional cost that may be related to the providing the service	

Respectfully Submitted,

Bidder:
 By: _____
 (Authorized Signature by Bidder)

Name: _____

Title: _____

Date: _____

SECTION 4

Appendices

- Appendix A – Bid Document**
- Appendix B – Conflict of Interest**
- Appendix C – House Bills 13, 19, 89**
- Appendix D – Property Tax Statement**
- Appendix E – Nepotism Statement**
- Appendix F – Non-Collusion Statement**
- Appendix G – Certification Regarding Debarment**
- Appendix H – ACH Form**

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

Appendix A must be included in the submittal.

Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 13, 19, 89
Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding
Debarment

All Bids delivered to the City of Texas City shall include this page with the submittal.	
ITB Number:	2025-469
Project Title:	Housing Reconstruction_31261
Submittal Deadline:	
<u>Bidder Information:</u>	
Bidder's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Phone Number:	Fax Number:
E-Mail Address:	
<u>Bidder Authorization</u>	
<p>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>	

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City C Members;
2. Board and Commission members and appointed members by the Mayor and City Commission;
3. Directors of 4A and 4B development corporations;
4. The executive directors or managers of 4A and 4B development corporations; and
5. Directors of the City of Texas City who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE
USE
ONLY**

Date
Received

1. Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

_____ Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

 Signature of person doing business with the governmental entity

 Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of
(Company or

Business Name) _____ (hereinafter referred to as Company)

-being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE Bid.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Texas City, Texas has adopted the following policy:

The City of Texas City will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Texas City by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Texas City

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Texas City

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Texas City.

_____ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Texas City.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix G – Document 00435
The City of Texas City, Texas

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

SECTION 5
REFERENCES

References – This section is required.

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Texas City, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:

Date and Scope of Services Provided:

SECTION 6 **SUBMISSION OF BID**

- A. Submittal Packet – How to submit: All Bids must be submitted electronically. No Bid will be accepted by mail or hand delivery. Bids submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Bid are considered part of the Bid package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Bids not including all of the above will be considered non-responsive. Bidders must submit their Bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the page of the Bid and on page of **Appendix A-Bid**. It is the Bidder's responsibility to have the Bid Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Bidders will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office, shall be the official time of receipt. CoTC is not responsible for late submission regardless of the reason. Late bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All bid documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the bid. CoTC only accepts bids that are submitted through the online portal. The link is provided on the title page of this document. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".

- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by CoTC Commission will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in the **Key Events Schedule**.

6.1 Bid Submittal Order

Bidder is instructed to complete, sign, and return the following documents in the following order as a part of its bid. If Bidder fails to return each of the following items with its bid, then C may consider this as Non-Responsive and reject the bid:

- 6.1.1 Signed and Completed Appendix A – Bid Document (**Section 4**)
- 6.1.2 Signed and Completed Appendix B – Form CIQ (**Section 4**)
- 6.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 4**)
- 6.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 4**)
- 6.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 4**)
- 6.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 4**)
- 6.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 4**)
- 6.1.8 Signed and Completed Appendix I– Federal Clauses (**Section 4**) (if applicable)
- 6.1.9 Signed and Completed Bid Pricing (**Section 3**)
- 6.1.10 Signed and Completed Addenda Checklist (if applicable)
Note: It is the bidder's responsibility to make sure they have obtained all addenda.
- 6.1.11 Completed References (**Section 5**)