

City of Texas City



Invitation To Bid

Bid Number: 2025-484

Project Title: Debris Removal from Wastewater Treatment Plant

Bid Closing Date: 10:00 A.M.(CST), June 18, 2025

No Bids submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME: Debris Removal from Wastewater Treatment Plant

ISSUANCE OF ITB Monday, June 2, 2025

DEADLINE FOR QUESTIONS: 10:00 A.M., (CST); Friday, June 13, 2025

All questions will be answered in the form of an addendum. All questions related to this Bid are to be directed to the following email: (purchasing@texascitytx.gov)

PRE-BID CONFERENCE: A pre-bid conference will be held; 10:00 a.m. Wednesday, June 11, 2025, 3901 Bay Street Extension, Texas City

SUBMITTAL DEADLINE: 10:00 A.M., (CST); Wednesday, June 18, 2025

SUBMITAL REQUIREMENT: One (1) Marked Original; Three (3) Marked Duplicates; one (1) USB drive

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 the City of Texas City has the right to renew for a maximum of two (2) additional 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

ITB 2025-484

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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 2025-484** (this “ITB”), from qualified vendors to provide all materials, labor, equipment, supervision, incidentals, landfill fees required to remove and dispose of all sand, solids, trash and debris from upper and lower levels of the bioreactors, and other tanks including head-works effluent receiving tank, located at the Wastewater Treatment Plant, **3901 Bay Street Extension**, Texas City, Texas, properly manifest all loads and disposed of at a TCEQ approved disposal facility (i.e.; landfill). The Texas City's Wastewater plant is profiled for the landfill located at **FM 1764 in Santa Fe, Texas**. 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 CoTC's 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 bidders 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.

1.19 BID Bond – Public Works Contracts

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank within the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the City of Texas City. The certified check or Bid Bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The bid bond or check will be forfeited to the City as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said City within thirty (30) days after receiving notice of acceptance of its bid.

1.20 Performance and Payment Bond(s) – Public Works Contracts

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000) to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the City of Texas City. They shall be written on forms provided by the surety for public works projects in Texas. A surety licensed to do business in the State of Texas must execute the bond.

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their bid.

1.21 Statement of Bidder's Qualifications

After bids have been opened and prior to making an award, the City reserves the right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for the work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this Contract.

In determining the lowest responsible bidder, the following elements shall be considered:

- a) Maintains a permanent place of business;
- b) Has adequate plant equipment to do the work properly and expeditiously;
- c) Has a suitable financial status to meet obligations incidental to the work;
- d) Has appropriate technical experience;
- e) Has a satisfactory past performance record;
- f) Has a satisfactory safety record.

Upon request, the contractor shall furnish safety information for the last three years, to include: experience modification rating, OSHA recordable incidence rates, and OSHA lost day incident rates.

SECTION 2
SCOPE OF WORK

2.1 Project Title: Debris Removal from Wastewater Treatment Plant

2.2 Specifications

It is the intent of the specifications to describe the Debris Removal from Wastewater Treatment Plant in sufficient detail to secure comparable bids. Bids received must meet or exceed the Scope of Work in Section 3.4.

2.3 Quantities

The quantities listed in this bid are estimated requirements and are not to be construed as a guaranteed quantity of volume under the terms of the contract. The estimated quantity is 700 cubic yards. This could vary in either direction.

SECTION 3

BID PRICING

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 3.5 Pricing Sheet shall be firm for three (3) years.

It is agreed that 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, 2025 -- September 30, 2026).

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 2029) ESCALATION 4 %
SECOND ADDITIONAL YEAR (FY 2030) ESCALATION..... 4 %

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 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 Bidder. 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 Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, CoTC will notify the successful Bidder 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 Scope of Work

Bidder will furnish debris removal for wastewater treatment plant as well as dispose of the solids at the Galveston County Landfill TX, LP #1149, Alta Loma, TX 77510 for the following unit price:

UNIT PRICE PER CUBIC YARD (In Figures)	TOTAL BID AMOUNT Unit price X 700 cubic yards (In Words)	TOTAL BID AMOUNT Unit price X 700 cubic yards (In Figures)	TOTAL BID AMOUNT Disposal of Solids at Alta Loma landfill
<u>\$ 350.00</u>	<u>Two Hundred Forty-Five</u> Dollars <u>Zero</u> Cents	<u>\$ 245,000.00</u>	<u>\$ 245,000.00</u>

SECTION 4

APPENDIES

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 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:	2025-484		
Project Title:	Debris Removal - Wastewater Treatment Plant		
Submittal Deadline:	Wednesday, June 18, 2025, at 10:00 a.m.		
<u>Bidder Information:</u>			
Bidder's Legal Name:	Magna Flow Environmental Inc.		
Address:	14915 Highway 59 North		
City, State & Zip	Humble, TX. 77396		
Federal Employers Identification Number #	76-0367859		
Phone Number:	281-448-8585	Fax Number:	281-397-7195
E-Mail Address:	corey.bostick@magna-flow.com		
<u>Bidder Authorization</u>			
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.			
Printed Name and Position of Authorized Representative: <u>Corey Bostick</u>			
Signature of Authorized Representative: <u>Corey R Bostick</u>			
Signed this <u>17th</u> (day) of <u>June</u> (month), <u>2025</u> (year)			

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

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.

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE**

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.

**OFFICE
USE
ONLY**

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).

Date Received

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.

1. Name of person who has a business relationship with local governmental entity.

No Interested Parties

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 **June 17, 2025** Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

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, Corey Bostick (Person name), the undersigned representative of (Company or Business Name) Magna Flow Environmental Inc. (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.

June 17, 2025
DATE

Corey R Bostick
SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

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

Corey Bostick

Bidder's Printed or Typed Name

Corey R Bostick

Bidder's Signature

June 17, 2025

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

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 Bidder or any officer, if the Bidder or Bidder is other than an individual, shall state whether Bidder or Bidder 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 Bidder 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 Bidder 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**

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 Magna Flow Environmental Inc.

ADDRESS 14915 Highway 59 North, Humble, TX. 77396

PHONE 281-448-8585

FAX 281-397-7195

BIDDER (SIGNATURE) Corey R Bostick

BIDDER (PRINTED NAME) Corey Bostick

POSITION WITH COMPANY Sales Manager

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID [Signature]

COMPANY OFFICIAL (PRINTED NAME) Victor Sanchez

OFFICIAL POSITION President

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE

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 voluntarily 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.

Corey Bostick
(Printed or typed Name of Signatory)

Corey R Bostick
(Signature)

June 17, 2025
(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 AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE**

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: City of Baytown	
Contact Name: Jerry Leconte	Contact Title: Operations Manager
Phone: 832-262-1235	Email: jleconte@baytown.gov
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #2:

Client / Company Name: City of Humble	
Contact Name: Tommy Hosler	Contact Title: Wastewater Superintendent
Phone: 281-831-1426	Email: hosler@cityofhumble.org
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #3:

Client / Company Name: San Jacinto River Authority	
Contact Name: Steve McKeon	Contact Title: Operation Manager
Phone: 832-381-4295	Email: smckeon@sjra.net
Date and Scope of Services Provided: WWTP Cleaning and Lift Station Cleaning / 15 years	

Reference #4:

Client / Company Name: Kaluzza Inc.	
Contact Name: Llarance Turner	Contact Title: R.P.L.S.
Phone: 281-341-0808	Email: lturner@kaluzainc.com
Date and Scope of Services Provided: WWTP Cleaning, CCTV, and Smoke Testing / 6 years	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1325642

Date Filed:
06/17/2025

Date Acknowledged:

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

Magna Flow Environmental Inc
Humble, TX United States

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

City of Texas City

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 services, goods, or other property to be provided under the contract.

2025-484
Debris Removal from Wastewater Treatment Plant

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 UNSWORN DECLARATION

My name is Corey Bostick, and my date of birth is March 23, 1977.

My address is 14915 Highway 59 North, Humble, TX, 77396, U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 17th day of June, 2025.
(month) (year)

Corey R Bostick
Signature of authorized agent of contracting business entity
(Declarant)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Magna Flow Environmental** as Principal, hereinafter called the Principal, and **Philadelphia Indemnity Insurance Company** a corporation duly organized under the laws of the State of **Pennsylvania** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Texas City

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**\$5% of G.A.B.**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Debris Removal from Wastewater Treatment Plant**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **18th** day of **June, 2025**.

Angie Russer

Witness

Magna Flow Environmental
(Principal) (Seal)
[Signature]

Authorized Agent

Derick Harrison

Derick Harrison, Account Manager (Witness)

Philadelphia Indemnity Insurance Company
(Surety) (Seal)
Kelly J. Brooks

Kelly J. Brooks, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Kenneth L. Mever and/or Kelly J. Brooks with Southern American Insurance Agency, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

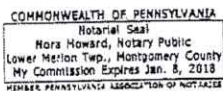
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18th day of June, 2025



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 6

SUBMISSION OF BID

- A. Submittal Packet – How to submit: All Bids must be submitted by mail or hand delivery. Bids submitted electronically 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 Document**. 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, anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the bid. Only hand delivered or mailed submittals will be considered
- 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 the City 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 Completed References (Section 5)
- 6.1.9 Signed and Completed Appendix I – Federal Clauses (Section 4) (if applicable)
- 6.1.10 Signed and Completed Bid Pricing (Section 3)
- 6.1.11 Signed and Completed Addenda Checklist (if applicable)

Note: It is the bidder's responsibility to make sure they have obtained all addenda.