



**Brazoria Drainage District No. 4**  
4318 W. Broadway Street  
Pearland, Texas 77581  
281-485-1434 FAX: 281-485-0065

**BRAZORIA DRAINAGE DISTRICT NO. 4**  
**BID SOLICITATION DOWNLOAD ACKNOWLEDGMENT**

\*Failure to return this form may result in disqualification\*

Kimberley Woodall  
Brazoria Drainage District No. 4  
4813 W. Broadway Street  
Pearland, Texas 77581

Bid Number: 18601 – Slope Paving Services

Open / Due Date: May 24, 2018

**VENDORS MUST IMMEDIATELY RETURN THIS PAGE BY FAX TO 281-485-0065**

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Brazoria Drainage District No. 4 website (www.bdd4.org ) no later than five (5) business days prior to bid/proposal opening)

Vendors will submit responses in accordance with requirements stated on cover of document.

**\*Vendors may not submit completed bid packages via email or fax\***

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# BRAZORIA DRAINAGE DISTRICT NO. 4

## INVITATION TO BID

### COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for bid number 18601 – Slope Paving Services.

**Sealed bids shall be received no later than:**

**May 24, 2018 at 10:00am (CT)**

**PLEASE MARK ENVELOPE: INVITATION TO BID FOR #18601 – Slope Paving Services**

**Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

**DELIVER OFFER TO:**

Kimberley Woodall  
Brazoria Drainage District No. 4  
4813 W. Broadway Street  
Pearland, Texas 77584

Brazoria Drainage District No. 4 (herein after referred to as the District) appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

The District is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any “No Offer” response, any requirement of this ITB which may have influenced your decision to “No Offer”. If your response to this ITB is a “No Bid” response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request which must be received by the District at least five (5) business days prior to the scheduled time for the bid/offer opening. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Offeror’s responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda’s shall be submitted to all known bidders/offerors and shall be posted on the District’s website ([www.bdd4.org](http://www.bdd4.org)) the District shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda’s Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder’s company name, the Bid/Offer name, number and due date.

*Kimberley Woodall*

Kimberley Woodall  
Brazoria Drainage District No. 4  
4813 W. Broadway Street  
Pearland, Texas 77581

# BIDDER CERTIFICATION

**Bid Number 18601 – Slope Paving Services**

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

## CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by the District, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

Ad Published Dates:

**May 9, 2018**

**May 16, 2018**

# CONTRACT SHEET

**THE STATE OF TEXAS**

**COUNTY OF BRAZORIA**

This memorandum of agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Brazoria Drainage District No. 4 of the County of Brazoria, State of Texas, acting through its Board of Commissioners, hereinafter termed the DISTRICT and \_\_\_\_\_ of the County of \_\_\_\_\_ and State of Texas, hereinafter termed CONTRACTOR.

WITNESSETH:

The Contractor and the District agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions for Bid Number \_\_\_\_\_ are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the District agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed in Pearland, Texas this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Chairman Signature

By: \_\_\_\_\_  
Printed Name & Title

By: \_\_\_\_\_  
Contractor Signature

By: \_\_\_\_\_  
Printed Name and Title

SIGNATURE REQUIRED BY  
VENDOR UPON AWARD

# INVITATION TO BID PACKAGE CHECKLIST

## Bid Number 18601 – Slope Paving Services

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the District immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1.  **Bid Solicitation Download Acknowledgement**
2.  **Cover Sheet**
3.  **Bidder Certification** -Must be signed (**IN INK**) by an authorized representative of the offeror having the authority to bind the firm into a contract.
4.  **Contract Sheet** - Must be signed (**IN INK**) by an authorized representative of the offeror having the authority to bind the firm into a contract (**TO BE SUBMITTED BY VENDOR UPON AWARD**) .
5.  **Package Checklist**
6.  **Instructions to Bidders**
7.  **Specifications / Scope of Work**
8.  **Bid / Offer Sheet** - Must be signed (**IN INK**) by an authorized representative of the offeror having the authority to bind the firm into a contract.
9.  **Statement of No Offer**
10.  **Special Requirements**
11.  **Standard Terms and Conditions**
12.  **Bidder/Offeror's Affirmation**  
Company name, identifying information and signature (**IN INK**).
13.  **SDNs/Blocked Persons Affirmation**
14.  **Title VI Policy Statement**
15.  **Conflict of Interest Questionnaire – Form CIQ.**
16.  **Certificate of Interested Parties Form 1295-(TO BE SUBMITTED BY VENDOR UPON AWARD)**
17.  **Contractor Acknowledgement of StormWater Management Program**
18.  **Insurance Requirements**
19.  **Bid Bond Requirement**
20.  **Payment Bond Requirement**
21.  **Performance Bond Requirement**
22.  **Return Label**
23.  **Attachments:** The documents marked below are hereby attached and made a part of this package.

Initials \_\_\_\_\_

# **BRAZORIA DRAINAGE DISTRICT NO. 4**

## **INSTRUCTIONS TO BIDDERS**

### **Bid Number 18601 – Slope Paving Services**

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

#### **1.0 SCOPE**

- 1.1. The District is requesting pricing for an annual contract for slope paving services for all projects greater than 500 square feet within the District's boundaries, as indicated on the bid offer sheet in accordance with Section 49.273, Texas Water Code, which provides that the contract may be awarded to any responsible person or persons that, in the board's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plans, improvements, facilities, works, equipment, and appliances.
- 1.2. The District reserves the right to add or delete like items to contract as may be in the best interest of the District. Any such added items shall be provided to the District at the same discount bid on other similar products.
- 1.3. The District may make partial or complete awards to vendors whichever is in the best interest of the District.

#### **2.0 PERIOD OF CONTRACT**

- 2.1. This contract shall be for the period of twelve (12) months to begin upon award. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

#### **3.0 REQUIREMENTS**

##### **3.1. Purchase Orders:**

- 3.1.1. The District will purchase one (1) or more products as specified on an as needed basis.
- 3.1.2. There shall be no minimum order or shipment requirements of any kind. The District may order and be shipped one (1) or more items on an as needed basis.
- 3.1.3. Awarded vendor shall process all orders, received by the District, either verbal or faxed, within twenty-four (24) hours of receipt. If order cannot be processed within such time-frame, vendor must notify the purchaser and/or the District upon receipt of purchase order.
- 3.1.4. The District may issue Blanket Purchase Orders/Purchase Order Releases and/or Purchase Orders for each job. The Blanket Purchase Order, Purchase Order Releases and/or Purchase Orders will contain the ship to and bill to information for that job.
- 3.1.5. The awarded vendor must receive a proper Purchase Order Number from the District prior to shipment of goods.
- 3.1.6. Each shipment must include a delivery ticket/packing list referencing the District's Purchase Order Number.

**Initials** \_\_\_\_\_

3.2. Invoices

- 3.2.1. Invoices shall be mailed to the address on the Purchase Order.
- 3.2.2. The District will pay invoices NET THIRTY (30) days from receipt of invoice by the District.
- 3.2.3. All invoices must reference the appropriate Purchase Order Number.
- 3.2.4. Invoices shall include additional detailed information such as an itemized listing of the items ordered to include, but not be limited to the following:
  - 3.2.4.1. Complete item description
  - 3.2.4.2. Catalog and/or manufacturer order number
  - 3.2.4.3. Unit of measure for item including packaging
  - 3.2.4.4. Quantity of items ordered
  - 3.2.4.5. Price per item
  - 3.2.4.6. Extended price per line
  - 3.2.4.7. Total of items ordered

3.3. Pricing:

- 3.3.1. All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.
- 3.3.2. The District shall be eligible for any additional discounts, specials and/or promotions offered by the vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the District.
- 3.3.3. The District reserves the right to negotiate discounts with the awarded vendor for new items offered and for discount modifications to reflect changes in high volume purchases.

3.4. Substitutions:

- 3.4.1. Awarded vendor must fulfill order as specified by verbal or faxed purchase orders. Substitutions will not be allowed without the prior consent of the purchaser and /or the District.
- 3.4.2. In cases where a product or brand is discontinued or not readily available, or where a purchaser specifically requests substitutions, limited substitutions may be allowed with the District's written consent of approval.
- 3.4.3. Vendor substitutions shall be of equal or better quality at equal or less price than the original item requested and shall be accepted with prior approval only.

3.5. Back Orders:

- 3.5.1. Back orders must be established for any item "out of stock". Back orders must be limited to three (3) working days. Vendor must notify the purchaser and/or the District immediately of any items that are back ordered. The District may cancel orders of back ordered items as may be in the best interest of the District. Back orders must be held to a minimum.

3.6. Deliveries:

- 3.6.1. All deliveries must be made and completed within three (3) to five (5) calendar days, between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Note: The District's office may be closed on different days, the District will supply such information to vendor upon award as requested or on purchase order. Vendor must provide delivery the following business day in the event the District office is closed when delivery is scheduled and/or attempted.

**Initials** \_\_\_\_\_

3.6.2. Delivery locations shall be any location within the District's boundaries.

3.6.3. Delivery location address shall be provided on the District's purchase orders.

3.6.4. In the event of immediate need, the District may request vendor to provide item(s) same day or next day at no additional charge. Should such item(s) not be available in requested timeframe, reserves the right to purchase said item(s) on the open market. Such action shall not invalidate in whole or in part this contract.

3.7. Returns:

3.7.1. Awarded vendor shall promptly pickup/accept any return for items incorrectly shipped, ordered and/or damaged, with no restocking fee, within a forty-eight (48) hour period.

3.7.2. Any replacement items shall be shipped/delivered next day.

3.7.3. There shall be no charge to the District for returned items and invoices shall be promptly corrected or credited.

**4.0 REFERENCES**

Bidder must furnish with bid, a list of three (3) references from customers with a similar or larger operation as the District's. References must include company name, contact person and telephone number.

4.1			
	Contact Name	Company Name	Telephone

4.2			
	Contact Name	Company Name	Telephone

4.3			
	Contact Name	Company Name	Telephone

**5.0 QUANTITIES**

Any stated quantities are provided for information purposes. The District makes no guarantee of actual contract expenditure.

**6.0 SAMPLES**

During the contract term, the awarded vendor may be asked to provide product samples to be used by the District for product standardization and/or evaluation purposes. Such samples may be provided to and used by the District at no charge. Samples may be returned to the awarded vendor upon completion of the evaluation and upon request by vendor.

**7.0 START UP TIME**

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with the District's facilities and procedures prior to startup of services and delivery to the District.

**Initials**\_\_\_\_\_



## 8.0 INSURANCE

Contractor shall furnish Certificates of Insurance to the District evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the District evidencing renewal of policy within 30 days of renewal. Contractor shall provide the District with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the District Agent within ten (10) business days of issuance of notification from the District Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

### WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against the District, its officers, employees and agents.

### ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to the District, the District shall be listed as additionally insured with the exception of workers compensation insurance.

## 9.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of the District no later than the seventh business day after the date the person engages or communicates with the District or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

Initials \_\_\_\_\_

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>

Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176.

## **10.0 CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the District will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submittal.

Form 1295 is included in this bid/offer for your information. You must complete this form online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File) and submit a signed copy with Certification of Filing completed to the District.

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295.

## **11.0 REQUEST FOR CLARIFICATIONS**

Any prospective bidder desiring any explanation or interpretation of the bid must make a written request at least five (5) business days prior to the scheduled time for the bid opening. The request must be addressed to **Kimberley Woodall**, at the address listed below or faxed to 281-485-0065

Brazoria Drainage District No. 4  
4813 W. Broadway Street  
Pearland, Texas 77581

Bidders may also email requests for clarification to: [kwoodall@bdd4.org](mailto:kwoodall@bdd4.org)

## **12.0 INCLEMENT WEATHER:**

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the District is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the District may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the District of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The District reserves the right to make the final judgment call to extend any deadline.

**Initials** \_\_\_\_\_

# **BRAZORIA DRAINAGE DISTRICT NO. 4 SPECIFICATIONS / SCOPE OF WORK**

## **Bid Number 18601 – Slope Paving Services**

### **1.0 SCOPE**

- 1.1. The District is requesting pricing for an annual contract for slope paving services for all projects greater than 500 square feet within the District's boundaries, as indicated on the Bid/Offer Sheet.
- 1.2. The District reserves the right to add or delete like items to contract as may be in the best interest of the District. Any such added items shall be provided to the District at the same discount bid on other similar products.
- 1.3. The District may make partial or complete awards to vendors whichever is in the best interest of the District.
- 1.4. Specifications stated herein are based on a specific manufacturer. The specific equipment/manufacturer is for the purpose of comparison. If a manufacturer/equipment other than the product specified in this ITB is proposed the District reserves the right to evaluate, at no expense to the District, the product. An equivalent product will be considered, however, the final decision as to whether or not the product(s) proposed are equal to or better than the items listed herein will lie solely on the discretion of the District. Bidder must fully explain the equipment in order for the District to fully evaluate the proposed product. If additional benefits are included in the proposed product other than what is mentioned in this ITB, bidder must fully explain the features and the benefits to the District.
- 1.5. The bidder/offeror must be prepared to make the proposed product available in a convenient location for inspection and/or demonstrate the merits of the item(s) by a means acceptable to the District within five (5) working days of request from the District. The District's decision as to suitability and equality of item(s) shall be final.
- 1.6. Bidder/Offeror to submit sales brochures and specifications as support documentation for the product(s) proposed if other than that referenced by the District.

# BRAZORIA DRAINAGE DISTRICT NO. 4 BID/OFFER SHEET

## Bid Number 18601 – Slope Paving Services

### BID SCHEDULE FOR SLOPE PAVING SERVICES

No.	Approx. Quantity	Unit	Description Of Item With Unit Price Written in Words	Unit Price	Total Amount Bid
<b>FOR ALL PROJECTS GREATER THAN 500 SQUARE FEET</b>					
1)	1 LS		Mobilization Complete in Place @		
			_____		
			_____		
			Per Lump Sum	\$ _____	\$ _____
2)	1 LF		2 FOOT DEEP REINFORCED CONCRETE TOE WALL AS PER BDD # 4 DETAILS INCLUDING ALL FORMWORK, CONCRETE, EXCAVATION, DISPOSAL OF SPOILS, REBAR, AND REMOVAL AND DISPOSAL OF FORMWORK AFTER CURING. Complete in Place @		
			_____		
			_____		
			Per Linear Foot	\$ _____	\$ _____
3)	1 LF		4 FOOT DEEP REINFORCED CONCRETE TOE WALL AS PER BDD # 4 DETAILS INCLUDING ALL FORMWORK, CONCRETE, EXCAVATION, DISPOSAL OF SPOILS, REBAR, AND REMOVAL AND DISPOSAL OF FORMWORK AFTER CURING. Complete in Place @		
			_____		
			_____		
			Per Linear Foot	\$ _____	\$ _____
4)	1 SY		5 INCH THICK REINFORCED CONCRETE SLOPE PAVING AS PER BDD # 4 DETAILS INCLUDING ALL FORMWORK, CONCRETE, EXCAVATION, DISPOSAL OF SPOILS, REBAR, AND REMOVAL AND DISPOSAL OF FORMWORK AFTER CURING. Complete in Place @		
			_____		
			_____		
			Per Linear Foot	\$ _____	\$ _____

BID SCHEDULE FOR  
SLOPE PAVING SERVICES

No.	Approx. Quantity	Unit	Description Of Item With Unit Price Written in Words	Unit Price	Total Amount Bid
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**FOR ALL PROJECTS GREATER THAN 500 SQUARE FEET**

5)	1 SY		6 INCH THICK REINFORCED CONCRETE SLOPE PAVING AS PER BDD # 4 DETAILS INCLUDING ALL FORMWORK, CONCRETE, EXCAVATION, DISPOSAL OF SPOILS, REBAR, AND REMOVAL AND DISPOSAL OF FORMWORK AFTER CURING. Complete in Place @		
			Per Linear Foot	\$ _____	\$ _____

6)	1 AC		HYDROMULCH SEEDING OF ALL DISTURBED AREAS TO RE-ESTABLISH GRASS COVER Complete in Place @		
			Per Acre	\$ _____	\$ _____

7)	1 LS		STANDARD MINIMUM CHARGE FOR HYDROMULCH SEEDING OF ALL DISTURBED AREAS TO RE-ESTABLISH GRASS COVER FOR VERY SMALL APPLICATIONS. Complete in Place @		
			Per Acre	\$ _____	\$ _____

**BRAZORIA DRAINAGE DISTRICT NO. 4  
BID SCHEDULE**

**Bid Number 18601 – Slope Paving Services**

GENERAL: All parts and accessories regularly supplied as standard, shall be included whether mentioned herein or not.

Two (2) complete set of manuals shall be furnished by successful bidder for each piece of equipment/hardware/software.

Detailed specifications covering items bid, or current brochure, must be attached to and made a part of the Offer Sheet.

The District reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. The District will not pay for any additional transportation and/or shipping charges.

The undersigned bidder has carefully examined the Invitation to Bid package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with the District in accordance with the requirements of the District as stated in the above-referenced contract documents.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Tel: \_\_\_\_\_

**BRAZORIA DRAINAGE DISTRICT NO. 4  
STATEMENT OF NO BID**

**Bid Number 18601 – Slope Paving Services**

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to:  
Kimberley Woodall, Brazoria Drainage District No. 4, 4813 W Broadway St., Pearland, Texas 77581.

\*\*\*\*\*

NAME OF FIRM: \_\_\_\_\_

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

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BRAZORIA DRAINAGE DISTRICT NO. 4 SPECIAL REQUIREMENTS

**Bid Number 18601 – Slope Paving Services**

## **BIDDER INSTRUCTIONS:**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications supersede other requirements where applicable.

### **General**

All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by the District.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. The District will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on the District's premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the District, resulting from this Invitation to Bid, shall be and remain employees of the Contractor, not the District's. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the District.

No award or acquisition can be made until the Board approves such action.

This Invitation to Bid in no manner obligates the District or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the District and may be terminated at any time prior to the signing of a Contract.

The District will not be liable for any costs incurred by the bidder in preparing a response to this ITB. The District makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of the District.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

### **ITB Form Completion**

Bidder shall fill out, **SIGN**, and return to the District one (1) original and one (1) copy of the complete ITB form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Board and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

Initials \_\_\_\_\_



**Exceptions**

Bidder/Offeror Terms & Conditions are subject to the review and approval of the District. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail. Bidder/Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

**Open Records**

All responses to this solicitation are in their entirety, subject to the Texas Open Records Act. The District will respond to open records requests in accordance to law by providing all requested response information unless respondent (offeror) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

**ITB Returns**

Bidders must return all completed bids to the District at the address below **no later than 10:00am** on the date specified. Late ITBs will not be accepted. ITBs must be submitted in a sealed envelope and addressed as follows:

**Kimberley Woodall  
Brazoria Drainage District No. 4  
4813 W. Broadway Street  
Pearland, Texas 77581**

**Bid Number 18601 – Slope Paving Services**

**PREPARATION OF BID/OFFERS:** Bid/offers must be submitted on the forms provided in this package, in ink or typewritten.

**Late Bid/Offers**

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

**Altering Bids/Offers**

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

**Substitutions to Bid/Offer**

Bidders offering substitutions shall state these by attachment as part of the bid/offer. The District reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the District.

**Withdrawal of Bid/Offer**

A bid/offer may not be withdrawn or canceled by the bidder without the permission of the District for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

**Descriptions**

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

**Initials** \_\_\_\_\_

**Terms of Payment**

Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. Invoices for installed equipment and software will not be paid prior to complete acceptance by the District unless otherwise specified. If installation of equipment and software is delayed, the District reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

**Contract Term**

Award will be made to the bid meeting specifications which is most advantageous to the District. The District retains the option to rebid at any time if in its best interest.

**Pricing / Delivery**

All items should be priced – FOB Destination Full Freight Allowed. The District will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the District unless such costs were explicitly included in the bid/proposal. Bidder will incur any costs not explicitly included in the bid/proposal and/or mutually agreed to in writing by the District.

**Reduction in Price:** If during the life of the contract, the successful bidder’s net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the District.

**Price Increase:** A price redetermination may be considered by the District only after six (6) months of the contract period has elapsed, and request for same shall be substantiated in writing addressed to the District, Kimberley Woodall, Brazoria Drainage District No. 4, 4813 W. Broadway Street, Pearland, Texas 77581. Awarded vendor must provide supporting documentation (i.e., increase in manufacturers direct cost, etc.) with request for price increase. The bidder’s past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. The District reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the District. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

**Contract Obligations**

This bid, submitted documents and any negotiations, when properly accepted by the District, shall constitute a Contract equally binding between the successful bidder and the District. The selected bidder will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The bidder’s response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

**Initials**\_\_\_\_\_

# **BRAZORIA DRAINAGE DISTRICT NO. 4**

## **STANDARD TERMS AND CONDITIONS**

- 1. FUNDING:** Funds for payment have been provided through the District budget approved by the Board for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current District fiscal year shall be subject to budget approval.
- 2. DELIVERY:** Items ordered from this bid/offer may require delivery to various locations throughout the District, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. the District's designated location) are to be included in the bid/offer price except as noted herein.
- 3. AWARD OF CONTRACT:** The District reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the District through other sources such as Interlocal Agreements and other appropriate sources. The District may purchase through the source that provides the bid which is most advantageous to the District. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
  - 3.1** The District hereby notifies Bidder/Offeror that the District shall not enter into a contract or other transaction which requires approval by the Board with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, Limited Corporation or other entity which is indebted to the District. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offeror becomes indebted to the District during the term of the Contract.
- 4. EQUAL EMPLOYMENT:** All contracts will be awarded by the District without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- 5. CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by the District, shall constitute a Contract equally binding between the successful bidder and the District. No invoices will be paid prior to acceptance of Contract by the District. No different or additional terms will become a part of this Contract.
- 6. INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an Interlocal Agreement with the District.
  - 6.1** It is further understood, that any other governmental entity that elects to use a District Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
- 7. DEFAULT OF BIDDER:** If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next most advantageous bidder upon the approval of the Board.
  - 7.1** Bidder, in submitting this bid/offer, agrees that the District shall not be liable to prosecution for damages in the event that the District declares the bidder in default.
- 8. ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the District. Addenda will be sent to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.
- 9. SALES TAX:** The District is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

**Initials** \_\_\_\_\_

**10. ETHICAL CONDUCT:** The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or the District. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

**10.1** The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

**11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

**11.1** The District may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**12. REFERENCES:** During an analysis of all bids/offers, the District shall request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. References should include name of firm, address, telephone number and name of representative.

**13. INSURANCE:** Prior to acceptance of contract by the District, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

**14. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**15. INDEMNIFICATION:** The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless the District and all its officers, Directors, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

**15.1** Further, Contractor indemnifies and will indemnify and save harmless the District from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against the District growing out of such injury or damages.

**15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the District for such purpose may be retained for the use of the District, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the District, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

**16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

Initials \_\_\_\_\_

- 17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the District. Invoices not bearing a purchase order number will not be paid.
- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the District, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with the District. The District reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the District.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to the District, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Chapter 49, Texas Water Code.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the District, 4813 W. Broadway Street, Pearland, Texas 77581. The District reserves the right to award canceled Contract to an alternative bidder as it deems to be most advantageous to the District.
- 20.1** In the event of breach or default of this Contract, the District reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the District.
- 20.2** In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, the District shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the District within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by the District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Pearland, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, the District purchase order number and descriptive information as to item and quantity delivered.
- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the District of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

Initials \_\_\_\_\_

- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the District. If item is not picked up within one (1) week after notification, the item will become a donation to the District for disposition.
- 27. WARRANTY:** Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the District agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Offeror must provide all warranty terms and conditions in response package.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the District.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that the District may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazoria Drainage District No. 4 Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Pearland, Texas.
- All documents are subject to Texas Open Records requirements.
- 30. DRAWINGS:** All plans and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At any time during the term of this contract and for a period of four (4) years thereafter, the State of Texas, the District, and/or other federal, state and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.
- 32. BID BOND:** *If marked on the "Invitation to Bid Package Checklist" as an applicable component*, all offerors must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of the District, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to the District, authorized to do business in the State of Texas, as a guaranty that the offeror will enter into a contract with the District (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)
- 33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by) *If marked on the "Invitation to Bid Package Checklist" as an applicable component*, in the event the total accepted bid/proposal price exceeds \$25,000 the successful offeror must provide to the office of the District, a payment bond, and if the price exceeds \$100,000 the successful offeror must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. The District reserves the right to accept or reject any surety company proposed by the offeror. In the event the District rejects the proposed surety company, the offeror will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to the District. (*See Package Checklist.*)

Initials \_\_\_\_\_

- 34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of the District shall apply.
- 35. COMPLIANCE WITH APPLICABLE LAWS:** Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract.
- 36. FORCE MAJEURE:** Neither the District nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
- 37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
- 38. QUANTITIES:** The District requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1** The District reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.
- 39. PURCHASE FROM OTHER SOURCES:** The District reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of the District. Further, the District reserves the right to obtain such goods and/or services from others without penalty or prejudice to the District or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies the District may have hereunder.

**Initials** \_\_\_\_\_

**BRAZORIA DRAINAGE DISTRICT NO. 4  
BIDDER/OFFEROR'S AFFIRMATION**

**Bid Number 18601 – Slope Paving Services**

*This sheet must be completed, signed, and returned by Bidder/Offeror*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.
  
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
  
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to the District, Bidder/Offeror, hereby affirms that Bidder/Offeror:  
***(Please check all that are applicable)***

\_\_\_\_\_ Does not own taxable property in Brazoria County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Brazoria Drainage District No. 4 or is not otherwise indebted to Brazoria Drainage District No. 4.

\*\*\*\*\*

If any additional information is required regarding these requirements, please contact the District  
PRIOR to execution.

\*\*\*\*\*

Bidder/Offeror Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_



**BRAZORIA DRAINAGE DISTRICT NO. 4  
BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS  
AFFIRMATION**

**Bid Number 18601 – Slope Paving Services**

*This sheet must be completed, signed, and returned by Bidder/Offeror*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to §2155.077 of the Texas Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror: *(Please check all that are applicable)*

\_\_\_\_\_ Is not excluded from doing business at the federal level.

\_\_\_\_\_ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. The District may not make procurement transactions with SDNs/Blocked Persons.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact the District  
PRIOR to execution.  
\*\*\*\*\*

Bidder/Offeror Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**Title VI and Related Statues  
Nondiscrimination Statement**

Brazoria Drainage District No. 4, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the ground of race, religion, color, national origin, sex, age or disability be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

---

Chairman

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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**

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

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

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

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

Check only if there is NO Interested Party.

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

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

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**

**BRAZORIA DRAINAGE DISTRICT NO. 4  
STORMWATER MANAGEMENT PROGRAM**

**Contractor Acknowledgement of StormWater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Brazoria Drainage District No. 4 in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Brazoria Drainage District No. 4. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Brazoria Drainage District No. 4 immediately of any issue caused by or identified by \_\_\_\_\_ that is believed to be an immediate threat to human health or the environment.  
(Company/Contractor)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\*\*\*\*\*

State of Texas County of \_\_\_\_\_

Before me, a notary public, on this day, \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

(Personalized Seal)

\_\_\_\_\_  
Notary Public's Signature

# BRAZORIA DRAINAGE DISTRICT NO. 4 INSURANCE REQUIREMENTS FOR STANDARD PURCHASES CONTRACTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

**INSURANCE:** Prior to acceptance of contract by the District, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

**A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:**

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	\$300,000	\$300,000
b. Aggregate policy limits	\$300,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	\$300,000	\$300,000
b. Property damage	\$300,000	\$300,000
c. Aggregate policy limits	\$300,000	

All policies must provide, by endorsement to the policy that thirty (30) days prior written notice of cancellation or material change in coverage be given to the District. Such insurance when accepted by the District in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of the District thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by the District of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

**Initials** \_\_\_\_\_

**RETURN LABEL**

**\*\*\*\*\*LATE BIDS CANNOT BE ACCEPTED\*\*\*\*\***

<b><u>SEALED INVITATION TO BID</u></b>	
<b>ITB#:</b>	18601
<b>OPENING DATE:</b>	May 24, 2018
<b>OPENING TIME:</b>	10:30am (CT)
<b>ITB DESCRIPTION:</b>	Slope Paving Services
<b>RETURN OFFER TO:</b>	Kimberley Woodall Brazoria Drainage District No. 4 4813 W. Broadway Street Pearland, Texas 77581
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE  
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP  
ENSURE PROPER DELIVERY!

**\*\*VENDOR MUST RETURN ONE (1) ORIGINAL AND ONE (1)  
COPY OF THE COMPLETE BID DOCUMENTS\*\***

**\*\*\*\*\*LATE BIDS CANNOT BE ACCEPTED\*\*\*\*\***