



BRAZORIA DRAINAGE DISTRICT NO. 4 INVITATION TO BID

Bid Name: 21614 – Hydro Mulch Materials Annual Contract

Submittal Date: June 10, 2021 at 10:00am (CT)

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.

Any prospective bidder 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 opening. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other known prospective bidders as a written amendment/addendum to the solicitation. The District reserves the right to accept or reject any or all bids as it deems in its best interest and to waive any formalities.

It is the Bidders responsibility to verify the issuance of Addenda in regard to this Bid. All Addenda's shall be submitted to all known bidders and shall be posted on the District's website (www.bdd4.org). The District shall not be responsible for failed internet connections or power interruptions.

All required Bid documents 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 name, number and due date. **Bidders may not submit completed bid packages via email or fax.**

DELIVER OFFER TO:

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

BRAZORIA DRAINAGE DISTRICT NO. 4 BIDDER CERTIFICATION

Bid Number 21614 – Hydro Mulch Materials Annual Contract

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 Bid package. 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 26, 2021

June 02, 2021

BRAZORIA DRAINAGE DISTRICT NO. 4 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 bid documents for Bid Number 19614 – Hydro Mulch Materials Annual Contract 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

BRAZORIA DRAINAGE DISTRICT NO. 4

INSTRUCTIONS TO BIDDERS

Bid Number 21614 – Hydro Mulch Materials Annual Contract

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 Hydro Mulch Materials to be used for various projects within the District's boundaries, as indicated on the bid 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. Term of contract shall be for one (1) year from date of acceptance and approval of bid by the District with an option for an additional two (2), or one (1) year period if mutually agreeable. This contract may be terminated by either party for any reason by giving sixty (60) 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.

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

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. 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. 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 for your information. You must complete this form online at 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 APPLICABLE LAWS

All applicable laws and regulations of the State of Texas and ordinances and regulations of the District shall apply. 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.

Pursuant to Section 2252.152 of the Texas Government Code, The bidder hereby verifies that it is not engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. For purposes of this Contract, the phrase "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

As required by Section 2270.002 of the Texas Government Code, the bidder hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Contract. For purposes of this Contract, the phrase "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 in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

12.0 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 Sarah Roeber, Brazoria Drainage District No. 4, 4813 W Broadway Street, Pearland, Texas 77581; or faxed to 281-485-0065; or email to sroeber@bdd4.org.**

13.0 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.

BRAZORIA DRAINAGE DISTRICT NO. 4

BID SCHEDULE FOR 21614 - HYDROMULCH MATERIALS ANNUAL CONTRACT

No.	Approx. Quantity	Unit	Description Of Item With Unit Price Written in Words	Unit Price
MATERIALS				
1)	1	EA	HYDROMULCH EARTHGUARD FIBER MATRIX 50# BAG @ _____	
			Each	\$ _____
2)	1	EA	HYDROMULCH EARTHGUARD ORGANIX 50# BAG @ _____	
			Each	\$ _____
3)	1	EA	OASIS TACKIFIER OR EQUIVALENT 5 GALLON PAIL @ _____	
			Each	\$ _____
4)	1	EA	FUSION, EROSION CONTROL/SOIL AMENDMENT 50# BAG @ _____	
			Each	\$ _____
5)	1	EA	EDGE, EARTHGUARD PELLETS 50# BAG @ _____	
			Each	\$ _____
6)	1	EA	EARTHGUARD, LIQUID 5 GALLON PAIL @ _____	
			Each	\$ _____

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 SPECIAL REQUIREMENTS

Bid Number 21614 – Hydro Mulch Materials Annual Contract

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 scope of work/materials 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 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**.

Exceptions

Bidder 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: **Sarah Roeber, Brazoria Drainage District No. 4, 4813 W. Broadway Street, Pearland, Texas 77581, Bid Number 21614 – Hydro Mulch Materials Annual Contract.**

Preparation of Bid

Bid must be submitted on the forms provided in this package, in ink or typewritten.

Late Bid

Bids 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

Bids 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, guaranteeing authenticity.

Substitutions to Bid

Bidders offering substitutions shall state these by attachment as part of the bid. 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

A bid 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, and bidder so agrees upon submittal of their bid.

Descriptions

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

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. Bidder will incur any costs not explicitly included in the bid 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, Sarah Roeber, 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 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.

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 may require delivery to various locations throughout the District, as specified in this bid 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, and to select any part or parts thereof without accepting the entire bid. 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 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 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 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, 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 for a Contract for supplies or services and a part of these specifications, that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, 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, 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 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.

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 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, 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.

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 sixty (60) 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.
- 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 applicable*, all offerors must submit, with bid, a cashier's check or certified check for at least five percent (5%) of the total bid price, if the bid 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 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 bid package) and that offer will furnish the requisite performance and payment bonds as may be required.
- 33. PERFORMANCE AND PAYMENT BONDS:** *If applicable*, in the event the total accepted bid 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 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.
- 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, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid 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.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY	
Date Received	

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7 _____
 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

Must file online at www.ethics.state.tx.us/File

To be completed by awarded vendor at time of signed contract submission

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.

RETURN LABEL

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

<u>SEALED INVITATION TO BID</u>	
ITB#:	21614
OPENING DATE:	June 10, 2021
OPENING TIME:	10:45am (CT)
ITB DESCRIPTION:	Hydro Mulch Materials Annual Contract
RETURN OFFER TO:	Sarah Roeber Brazoria Drainage District No. 4 4813 W. Broadway Street Pearland, Texas 77581
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

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 COMPLETE
BID PACKAGE*****

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