



**Invitation to Bid**

**ITB 0722-22**

**Vehicles Leasing Services**

**FOR**

**CITY OF PEARLAND**

**ISSUED DATE:**

**07/27/2022**

**CITY OF PEARLAND, TEXAS  
3519 Liberty Drive  
Pearland, TX 77581**



## INVITATION TO BID (ITB) 0722-22 for Vehicle Leasing Services

### BID DOCUMENT

Unless otherwise specified, Bidders should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <https://pearland.ionwave.net> website.

### Sealed Electronic Bids Registration

All interested responders are required to register as a "supplier" on the City's E-bid System at <https://pearland.ionwave.net>. However, submission of an electronic bid requires completing a short registration questionnaire found on this web site. When prompted to add or remove commodity codes registrants must add the codes applicable to the services or products offered by their organization.

### INQUIRIES

All questions regarding this RFP should be submitted via email to [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov). Questions and answers will be distributed by addendum via the e-bid website <https://pearland.ionwave.net>. **Questions should be submitted in writing no later than 5:00 P.M., Friday, August 5, 2022, to [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov)**

### PRE-PROPOSAL CONFERENCE:

Join from the meeting link

<https://pearlandtx.webex.com/pearlandtx/j.php?MTID=mdb2032c5bc6c67d2a2725f118c6eeda1>

Join by phone: +1-408-418-9388

Meeting number (access code): 2556 798 0587

Meeting password: MvPuxCnQ775

Sealed Proposals Submissions will be received on or before **Wednesday, August 17, 2022, at 2:00 PM**  
**Electronic submissions:** <https://pearland.ionwave.net> (electronic response is preferred).

If submitting by hard copy ITB Proposals may be sent by USPS or Carrier mail to:

City of Pearland  
Attn. City Secretary's Office  
ITB 0722-22  
3519 Liberty Drive  
Pearland, TX 77581



PURCHASING DIVISION

INVITATION TO BID (ITB)

for  
ITB 0722-22

Issued: July 27, 2022

OFFERS SUBMISSION DEADLINE:

**Wednesday, August 17, 2022 by 2:00PM CST**

*NO LATE OFFERS SHALL BE ACCEPTED*

<p><b><u>RESPONSES SHALL BE SUBMITTED TO:</u></b></p> <p><b>Bid document:</b> Bidders should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <a href="https://pearland.ionwave.net">https://pearland.ionwave.net</a> website. If submitting by hard copy (electronic response is preferred).</p>	<p><b><u>RESPONSES SHALL BE MAILED OR DELIVERED TO:</u></b></p> <p>City of Pearland Attn. City Secretary's Office 3519 Liberty Drive Pearland, TX 77581</p>
<p><b>Pre-Proposal Conference shall be held:</b> Wednesday, August 3, 2022, 2:00 PM (CST) See page 4 for detailed information</p> <p>*****</p>	<p><b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>FOR ADDITIONAL INFORMATION</b></p> <p>All questions regarding this ITB should be submitted via email to <a href="mailto:ebids@pearlandtx.gov">ebids@pearlandtx.gov</a>. Questions and answers will be distributed by addendum via the e-bid website <a href="https://pearland.ionwave.net">https://pearland.ionwave.net</a>. Questions should be submitted in writing to no later 5:00 PM (CST), Friday, August 5, 2022 to <a href="mailto:ebids@pearlandtx.gov">ebids@pearlandtx.gov</a></p> <p>*****</p> <p><b>RETURN THIS COVER SHEET WITH RESPONSE:</b></p>	<p>Contact Person: _____</p> <p>Title: _____</p> <p>Phone: ( ) _____</p> <p>Fax: ( ) _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p><b>Shall contract be available for Cooperative Agreement use? (See Section 11, page 9) Yes__No__</b></p> <p>Acknowledgment of Addenda: #1_____#2_____#3_____#4_____#5_____</p>	

## Section I

## INSTRUCTION TO BIDDERS

1.0 **SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. Bid forms, specifications and necessary information may be obtained from the following website, upon registration approval: <https://pearland.ionwave.net> Bidders should download required documents from the "Attachments" tab on the website, complete and submit as part of the Bid as stated herein. It is the City of Pearland's preference that all response documents be submitted electronically via the website above.

2.0 **EXPLANATIONS OR CLARIFICATIONS**

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections, or changes.
- 2.2 All questions regarding this ITB should be submitted via email to [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov). Questions and answers will be distributed by addendum via the e-bid website <https://pearland.ionwave.net>. **Questions should be submitted in writing no later than 5:00 PM (CST) Friday, August 5, 2022.** Oral explanations or instructions given before the award of the Contract are not binding. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 **Unauthorized Communications:** Bidders' contact regarding this Invitation to Bid (ITB) with employees or officials of the City other than the Purchasing Officer, or as otherwise indicated in the ITB is prohibited and may result in disqualification from this procurement process. No officer, employee, agent, or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this solicitation, except as herein provided. Any violation of this prohibition may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this ITB.

3.0 **PRE-BID CONFERENCE** - Non-Mandatory Pre-Bid Meeting in person at City Council Chambers or via

WebEx on **Wednesday, August 3, 2022 @ 2:00 PM CST**

**Join from the meeting link**

<https://pearlandtx.webex.com/pearlandtx/j.php?MTID=mdb2032c5bc6c67d2a2725f118c6eeda1>

**Join by phone:** +1-408-418-9388

Meeting number (access code): 2556 798 0587

Meeting password: MvPuxCnQ775

#### 4.0 **PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and their tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 **Prices:**
  - 4.5.1 Bids shall be firm priced offers unless otherwise specified.
  - 4.5.2 Pricing shall be entered on the Bid Solicitation in ink.
  - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Solicitation.
  - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
  - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must provide a wet signature on each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
  - 4.7.1 To be an acceptable surety on the bond:
    - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
    - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.

**4.9 Proprietary Information:**

- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
  - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
  - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payments:** All payment terms shall be "Net 30 Days" unless otherwise specified in the bid document.

**5.0 SUBMISSION OF BIDS**

- 5.1 **Bid document:** Unless otherwise specified, Bidders should upload required, completed documents (signature lines must be signed; electronic signature is acceptable) as attachments under the "Response Attachments" tab on the <https://pearland.ionwave.net> website by **Wednesday, August 17, 2022 @ 2:00 PM** (electronic response is preferred).
- 5.2 Bids should be provided by the date and time listed above to the following address, with the outside of the box clearly marked "**ITB 0722-22 – Vehicle Leasing Services**". **Facsimile and/or email transmittals shall not be accepted as valid Bids.** If submitting hard copy bids submit to the address below and include on USB:
- City of Pearland  
Attn. City Secretary's Office  
**ITB 0722-22**  
3519 Liberty Drive  
Pearland, TX 77581
- 5.3 **Addenda:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.4 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid to the Purchasing Division. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the Bidder. Bids delivered to a City location other than the Purchasing Division will not be considered. The Bid must be received by before deadline to be considered.
- 5.5 The City of Pearland is aware and appreciative of the time and effort you expend in preparing and submitting Bids to the City. Please notify the Purchasing Office via email to [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov) of any Bid requirements that are causing you difficulty in responding to our ITB. The City wants to make the process as convenient as possible so that all responsible Bidders can compete for the City's business

**5.6 FILE UPLOADS:**

- 5.6.1 All electronic files uploaded must be in a common format accessible by software programs the City uses.
- 5.6.2 Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.).
- 5.6.3 Bidders will not secure, password protect or otherwise lock uploaded files; the City must be able to open and view the contents of the file.
- 5.6.4 Bidders will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches.
- 5.6.5 The City has the right to rectify any files deemed to be corrupt that were submitted before the deadline (file sizes of corrupt and resubmitted files must match in file size).
- 5.6.6 The City may disqualify any Bid that does not meet the criteria stated herein.

**6.0 MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

**7.0 OPENING OF BIDS**

The Purchasing Division representative is responsible for opening of all Bids; reading each bid aloud. Bids will be publicly unsealed, and read aloud at City Hall, 3519 Liberty Drive, Pearland, TX 77581. Interested parties may join the meeting by calling into the meeting on **Wednesday August 17, 2022 @ 2:00 PM (CST)** to: **Dial in #: 281-652-1955, Meeting #:1790#, Code #:0971#.**

**8.0 EVALUATION PROCESS AND AWARD**

- 8.1 **Evaluation:** City of Pearland will select the responsive and responsible Bidder that, in the opinion of City of Pearland, has been determined to have submitted the lowest bid based on all identified factors.
- 8.2 Prices proposed by Bidder shall be irrevocable until Contract award unless the bid is withdrawn. A Bid may be withdrawn by a Bidder, provided an authorized representative of the Bidder submits a written request to withdraw the Bid prior to the time set for opening the Bids.
- 8.3 **Award.** The Method of Award is detailed in Section II in Part 18.0 Purchasing Agreement Specifications.
- 8.4 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized

City Representative.

**8.5 Reservations:** The City expressly reserves the right to:

- 8.5.1 Specify approximate quantities in the Solicitation;
- 8.5.2 Extend the Solicitation opening date and time;
- 8.5.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
- 8.5.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services
- 8.5.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder).
- 8.5.6 Add additional terms or modify existing terms in the Solicitation.
- 8.5.7 Reject a bid because of unbalanced unit prices bid.
- 8.5.8 Reject or cancel any or all Bids.
- 8.5.9 Reissue a Solicitation.
- 8.5.10 Procure any item by other means; and/or
- 8.5.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

**9.0 POST-BID DOCUMENTS REQUIRED FROM BIDDERS**

- 9.1 **Certificates of Insurance:** When insurance is required, the successful Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the successful Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 **Certificate of Interested Parties Form 1295:** If the Purchase Agreement must be approved by the City Council before execution, the successful bidder is required to complete the Certificate of Interested Parties Form 1295 and submit the form to the Purchasing contact listed in the solicitation before the purchase/contract will be presented to the City Council. The form may be completed at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**10.0 PROTEST PROCEDURE**

- 10.1 Vendors who respond to Invitations to Bid have the right to protest the solicitation process or the bid award if they believe that there has been any impropriety or unfair criteria in the process.
- 10.2 The vendor must submit any protest in writing to the Purchasing Officer within 14 days after the vendor knows, or should have known, of the facts relating to the proposed action or award.
- 10.3 The Purchasing Officer, or designee, is authorized to resolve a protest concerning a purchasing action through telephone discussions, mail, email or in person meetings



with the protesting vendor.

- 10.4 After discussions or meetings, the Purchasing Officer or designee will issue a decision in writing, state the reasons for the action taken and inform the protesting vendor of the right to review by a panel made up of City staff.
- 10.5 A City protest review panel will consist of an Assistant City Attorney, a representative of the operating department, the Purchasing Officer and any other appropriate personnel or employees of the operating department.
- 10.6 If the panel is unable to resolve the protest, or if the panel makes a decision with which the vendor does not agree, the protesting vendor will be invited to attend the City Council meeting at which the recommended award is to be presented to the City Council and make known his/her concerns. The protesting vendor will be instructed to arrive prior to the start of the City Council meeting and complete a card requesting to speak concerning the particular Mayor and Council Communication document (M&C) in question.

Vendors wishing to speak before the City Council should contact the City Secretary office for rules to appear before City Council.

#### **11.0 COOPERATIVE PURCHASING**

- 11.1 Should other governmental entities decide to participate in this contract, bidder, shall indicate in their proposals whether they agree that all terms, conditions, specification, and pricing would apply.
- 11.2 If the successful bidder agrees to extend the resulting contract to other governmental entities, the following shall apply: Governmental entities within utilizing Contracts with the City of Pearland shall be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Pearland shall be billed directly to that governmental entity and paid by that governmental entity. The City of Pearland shall not be responsible for another governmental entity's debts. Each governmental entity shall order its own material/services as needed.

**SECTION- II****PURCHASING AGREEMENT SPECIFICATIONS****1.0 SCOPE**

- 1.1 The City of Pearland (City) seeks competitive bids for Vehicle Leasing Services to be used for various departments, in accordance with the specifications, terms, and conditions contained in this bid. The successful bidder(s), know hereafter as "Contractor/Vendor."
- 1.2 The term of this Agreement shall begin on the date stated in Purchase Order ("Effective Date") and shall expire one year from the effective date, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be renewed under the same terms and conditions for four (4) additional one (1) year periods unless City or Vendor provides the other party with notice of non-renewal at least 60 days before the expiration of the initial term or renewal period.
- 1.3 Following the award, additional services of the same general category that could have been encompassed in the award of this Agreement, and that are not already on the Agreement, may be added based on the discount bid and price sheet provided with the bid.
- 1.4 Unit prices shall include all costs associated with the specified work, including but not limited to handling, delivery, fuel charges, fees and certifications fees. No additional charges will be accepted or paid by the City.
- 1.5 All items supplied resulting from this bid shall be of recent production, unused, and suitable for their intended purpose.

**2.0 DETAILED SCOPE OF SERVICES/SPECIFICATIONS**

- 2.1 The Vendor hereby agrees to provide the City with requirements attached hereto and incorporated for all purpose's incident to this Agreement in **Section IV Scope of Work/Specifications**. See Exhibit A

**3.0 CHANGE IN COMPANY NAME OR OWNERSHIP**

- 3.1 The Vendor shall notify the City's Purchasing Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**4.0 LAWS, REGULATIONS, AND ORDINANCES**

- 4.1 The Vendor shall be responsible for meeting all Federal: laws, ordinances, and regulations; State: laws, ordinance and regulations; County: laws, ordinances and regulations; and City: laws, ordinances, and regulations for safety of people, environment, and property. This includes, but is not limited to, all Federal, State, County, and City Agencies, Administrations and Commissions such as the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the Texas Commission on Environmental Quality (TCEQ). In the event any law, regulation or ordinance becomes effective after the

start of this Agreement, the Vendor is required to comply with new policy. Any mandates requiring the City to comply with new guidelines will also require the Vendor to comply.

## **5.0 INVOICING REQUIREMENTS**

- 5.1 Invoices may be submitted via email to [accountspayable@pearlandtx.gov](mailto:accountspayable@pearlandtx.gov) or may be mailed to the following address for payment:  
  
City of Pearland  
Accounts Payable  
P.O. Box 2719  
Pearland, TX 77588
- 5.2 The City shall then pay in accordance with the Prompt Payment Act in the total amount of the monthly statement.
- 5.3 Awarded Bidders shall submit an original invoice indicating the purchase order number and will be itemized in accordance with the components of the contract. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Bidder for correction.
- 5.4 Payment basis shall be net thirty days from receipt of invoice.
- 5.5 The successful Bidder shall bill in arrears. On or before the 15th day of each month, the successful Bidder shall submit an invoice for the service provided.
- 5.6 If invoices have not been paid by the due date, the successful Bidder will submit an overdue reminder notice. The City reserves the right to review all the invoices after payment and recover any overpayments discovered in such review
- 5.7 Contractor shall not include Federal, State of City sales tax in its invoices. City shall furnish a tax exemption certificate upon Vendor's request.

## **6.0 UNIT PRICE ADJUSTMENT**

- 6.1 The unit prices may be adjusted for increases or decreases in Vendor's cost during the renewal period but before the effective date of the renewal upon written request from the Vendor.
- 6.2 The Vendor must submit its price adjustment request, in writing, at least 60 days before the renewal effective period. The Vendor shall provide written proof of cost increases with price adjustment request.
- 6.3 If the City concludes that the rate increase being requested is exorbitant, the City reserves the right to adjust the rate request or reject the rate request in its entirety and allow the contract to expire at the end of the contract term. If the City elects not to exercise the renewal option, the Purchasing Division will issue a new solicitation.
- 6.4 Prices bid shall remain firm for each one-year term of the Agreement and shall include all associated freight and delivery costs.
- 6.5 Prices offered shall be used for bidding analysis and for Agreement pricing. In cases of errors in extensions or totals, the unit prices offered will govern.
- 6.6 Upon expiration of the Agreement term the successful bidder, agrees to hold over under the terms and conditions of this Agreement for a reasonable period of time to allow the city to re-bid an agreement, not to exceed ninety (90) days. Vendor will be reimbursed for this service at the prior agreement rate(s). Vendor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extends beyond and survives the expiration or termination of this Agreement.

- 6.7 Goods and/or services shall not be suspended by the Vendor without a 30-day prior written notice to the City.
- 6.8 The index to be used in the computation of the price adjustment shall be the "All Items Index" item under the "U.S. City Average" category as quoted in the publication Consumer Price Index for the Houston-The Woodlands-Sugar Land Area, which is issued by the U.S. Department of Labor, Bureau of Labor Statistics.
- 6.9 The index for the month most recently published at the time of bid award shall be used as a base for determining price adjustment(s). The index for the month most recently published at the time of contract expiration/possible renewal shall be used in determining the adjusted contract price(s) for ensuing contract period(s), should renewal option(s) be exercised, and unit price adjustments be requested. Contract price adjustments shall be determined as follows: Unit Price % change (the point difference between the base index and the subsequent specified index is divided by the beginning index points and multiplied by 100) in the index equals amount of price change eligible for adjustment. Whenever a price adjustment is made pursuant to this clause in contracts with multiple renewal options, the index that was used for determining a current adjustment (s) shall become the new base index for determining further adjustments.

## **7.0 QUANTITIES**

- 7.1 The quantities listed on the bid solicitation are only estimates based on previous usage and do not indicate intent to purchase or a guarantee of future business. The City of Pearland is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required and accepted by the City.

## **8.0 INSURANCE REQUIREMENTS**

- 8.1 The Vendor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of work under this Agreement. The Vendor shall file with the City of Pearland Risk Manager and Purchasing Division, prior to the commencement of services, a certificate of insurance documenting the following required insurance.

- 8.1.1 Failure to provide such information within five (5) calendar days may be grounds for Agreement termination.

- 8.2 Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the Vendor to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.

- 8.2.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:

\$1,000,000 Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

- 8.2.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

\$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent vendors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

- 8.2.3 Auto Liability Insurance shall be provided as follows:

\$1,000,000 Combined Single Limit Each Accident

A commercial business policy shall provide coverage on "Any Auto", defined as autos owned, hired and non-owned.

- 8.2.4 The Vendor shall furnish the Purchasing Officer, with a certificate of insurance documenting the required insurance prior to the commencement of services.

- 8.2.5 Policies shall be endorsed to provide the City of Pearland a thirty- (30) day notice of cancellation, material change in coverage, or non-renewal of coverage.

- 8.2.6 Applicable policies shall also be endorsed to name the City of Pearland as an additional insured, as its interests may appear (ATIMA).

## 9.0 **ADDITIONAL INSURANCE REQUIREMENTS**

- 9.1 The City, its officers, employees, and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Vendor's workers' compensation insurance policy.

- 9.2 Certificates of insurance satisfactory to the City and Worker's Compensation Affidavit must be received before Vendor can begin work. Failure to supply and maintain such insurance shall be a breach of contract. Vendor shall provide complete copies of all insurance policies required by this Agreement. Certificates of insurance must be supplied to:

Risk Management

Attention: Human Resources **Bid #ITB 0722-22**

3523 Liberty Drive, Pearland, Texas 77581

- 9.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein. Each insurance policy shall be endorsed to provide the City a minimum 30-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten (10) day notice shall be acceptable in the event of non-payment of premium.
- 9.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 9.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 9.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.

- 9.7 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 9.8 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 9.9 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 9.10 While the purchase order is in effect, Vendor shall report, in a timely manner, to the Risk Management any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 9.11 Vendor's liability shall not be limited to the specified amounts of insurance required herein.

#### **10.0 PERFORMANCE**

- 10.1 Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Vendor's obligation with respect to such performance shall continue in full force and effect.

#### **11.0 COMPLAINTS**

- 11.1 Complaints processed through the City Purchasing Division are to be corrected within fourteen (14) days of formal notice of complaint. Written response to the Purchasing Division is required. Failure to properly resolve complaints within the fourteen (14) calendar day/time period may result in the cancellation of the applicable line item(s) in the price agreement.

#### **12.0 SUBCONTRACTING**

- 12.1 No subcontracting of the work under this Agreement will be allowed without written permission from the City.

#### **13.0 DELIVERY**

- 13.1 Delivery shall be F.O.B. Destination and all other delivery charges shall be included in the unit price. The person placing the order will provide delivery and billing information. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City.
- 13.2 In the event the Vendor is unable to meet the original delivery date(s), the City must be contacted immediately, but prior to the due date, and seek an extension of delivery time.  
Failure to comply with the delivery terms may be legal grounds for canceling an order(s), or the entire Agreement in accordance with the Termination Clause shown elsewhere in the solicitation.
- 13.3 Delivered items that are determined to be defective or not meeting bid specifications shall be picked up and replaced by the Vendor, or the Vendor's designee, at no cost to the City. If the item (s) are not picked up within one (1) week after notification, the item shall become a donation to the City for disposition.

#### **14.0 Contract**

- 14.1 The contract, which may result from this bid solicitation, is subject to approval by Pearland City Council and may be neither executed nor binding, until so approved.

**15.0 DEBARMENT AND SUSPENSION:**

- 15.1 A contract will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs. In the event an awarded Bidder becomes debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract may be cancelled without notice

**16.0 HAZARDOUS CONDITIONS**

- 16.1 The Vendor is required to notify the City immediately of any hazardous conditions and/or damage to City property.

**17.0 CONTRACT ADMINISTRATION**

- 17.1 Contract administration will be performed by the City Department. In the event the Vendor fails to perform according to the terms of the agreement, The Department head or his/her designee will notify the Vendor, in writing, of its failures. A meeting may be arranged to discuss the Vendor's deficiencies. A written cure notice may be prepared giving the Vendor 14 calendar days to cure any deficiency.
- 17.2 In the event the Vendor continues with unsatisfactory performance, the department will promptly notify the Purchasing Officer who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Vendor may be held liable for excess cost and/or liquidated damages.
- 17.3 The Vendor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 17.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and sub-Vendors to cease work. Subject to the terms of this agreement, the Vendor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Vendor exceed the agreement price. The Vendor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

**18.0 BID EVALUATION PROCESS**

City of Pearland shall evaluate Bids in response to this solicitation and intends to award a firm fixed price contract to the responsive and responsible bidder, whose Bid, considering price and any price-related factors specified in the solicitation, is the lowest.

Where specified in these bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

The City anticipates selecting bid(s) that will be recommended for award of a contract to provide the requested services to the City of Pearland.

The City reserves the right to reject any or all bids.

**18.1 Tentative Schedule of Events:**

<b>ITB Release Date:</b>	<b>Wednesday, July 27, 2022</b>
<b>Pre-Bid Meeting:</b>	<b>Wednesday, August 3, 2022 at 2:00 PM (CST)</b>
<b>Deadline for Questions:</b>	<b>Friday, August 5, 2022, at 5:00 PM (CST)</b>
<b>ITB Due Date:</b>	<b>Wednesday August 17, 2022, at 2:00 PM (CST)</b>

18.2 If Local Preference is completed by any Bidder, the City will review to determine whether Local Preference will apply to the award.

**19.0 BIDS**

19.1 Bidders shall submit all the items listed below (**regardless if they are current or past City of Pearland Vendors**) and utilize the format below to submit their bid. (see Section III)

19.1.1 A completed and signed original Bid Submission Signature page;

19.1.2 The completed Bid Solicitation page;

19.1.3 A completed and signed original Conflict of Interest Questionnaire;

19.1.4 A completed Consideration of Location of Bidder's Principal Place of Business, if applicable;

19.1.5 A completed and signed Vendor Contact Information,

19.1.6 A completed Bidder Response to Requirements, Exhibit D completed in Excel file and uploaded to a USB. (For Hard Copy Submittals)

19.1.7 Current manufacturer specifications for items being offered;

19.1.8 Signed Addendum(s) acknowledging receipt;

19.1.9 Scanned copy of all documents listed in paragraph 20.1 on a USB. (For Hard Copy Submittals)

19.2 Failure to submit all the items listed in paragraph 19.1 will be grounds for rejection of a bid as non-responsive to the specifications.

**20.0 QUESTIONS**

20.1 Questions, explanations, or clarifications desired by a Vendor regarding this ITB must be submitted via email to [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov) by **5:00 PM Friday, August 5, 2022**. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and Vendors shall not rely on such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Agreement are not binding.

20.2 **IN ORDER FOR THE QUESTION TO BE ANSWERED. ALL QUESTIONS MUST BE SENT BY E-MAIL LISTED BELOW:**

21.2.1 Email questions to: [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov).



**21.0 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- 21.1 If the Federal award meets the definition of “funding eCFR — Code of Federal Regulations agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**22.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

- 22.1 Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**23.0 DEBARMENT AND SUSPENSION**

- 23.1 Per Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**24.0 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

- 24.1 Firms that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 24.2 Bidders shall provide proof of Byrd Anti-Lobbying Amendment certification filings with their bid, if the bid exceeds \$100,000.00.

**25.0 NO BOYCOTT OF ISRAEL**

- 25.1 **If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply.** Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

**26.0 PROHIBITION ON BOYCOTTING ENERGY COMPANIES**

- 26.1 Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it:

(1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1)

does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

## **27.0 PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

27.1 Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more fulltime employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

## **28.0 RIGHT TO AUDIT**

28.1 Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

**SECTION III**  
**FORMS**

(Also located in the Line Items tab and the Attachments tab of e-bid)

Insurance Requirements

Conflict of Interest

Contractor Questionnaire

Local Bidder Preference

Non-Collusion Statement

Vendor References

House Bill Verification Forms

Senate Bill Verification Forms



# City of Pearland

3519 Liberty Drive  
Pearland, TX 77581

Purchasing Department

281.652.1775

[ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov)

## Attachment C Contractor Insurance Requirements & Agreement

Contractors performing work on City property or public right-of-way for the City of Pearland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pearland.

Listed below are the types and amounts of insurances required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

	TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1.	Workers' Compensation Employers' Liability (WC)	Statutory Limits \$1,000,000 per occurrence	For WC, CGL, and BAL, the City is to be provided a <b>WAIVER OF SUBROGATION</b> .
2.	Commercial General (Public) Liability (CGL) to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Personal Injury - \$1,000,000 per person; Property Damage - \$1,000,000 per occurrence; General Aggregate - \$2,000,000	CGL and BAL, City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  WC, CGL and BAL, City shall be provided 30-day notice of cancellation or material change in coverage.
3.	Business Auto Liability (BAL) to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit - \$1,000,000	CGL will include a non-contributory addendum.

If the contract involves a professional service, the contractor will also be required to provide the City with professional liability insurance in an amount of at least \$1,000,000.

Certificate of Insurance forms may be **emailed** to: Purchasing Department at [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov). Questions regarding required insurance should be directed to City of Pearland Purchasing Department, at [ebids@pearlandtx.gov](mailto:ebids@pearlandtx.gov).

This form must be signed and returned with your bid/quotation. You are stating that you do have the required insurance and if selected to perform work for the City, will provide a certificate of insurance, and a copy of insurance policy with the above requirements to the City. **A purchase order will not be issued without evidence of required insurance.**

### Agreement

I agree to provide the above-described insurance coverages within 10 working days if selected to perform work for the City of Pearland. I also agree to provide the City evidence of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid # ITB 0722-22

Signature and Printed Name: \_\_\_\_\_

**Certification of information:**

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No/Quote for which the local preference is requested: \_\_\_\_\_

---

(Name of Bidder)

---

(Date)

---

(Signature)

---

(Print)

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

Appeared before me the above-named \_\_\_\_\_, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

NOTARY PUBLIC, STATE OF TEXAS

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

Commission Expires: \_\_\_\_\_

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

CONFLICT OF INTEREST QUESTIONNAIRE

As of January 1, 2006, the Texas Local Government Code Chapter 176 requires all vendors and potential vendors who contract or seek to contract for the sale or purchase of property, goods, or services with any local government to complete and submit a Conflict of Interest Questionnaire. In filling out the questionnaire, the following are current City Council members and City employees who may either recommend or approve bid awards.

City Council:	Mayor	Kevin Cole
	Councilmember	Tony Carbone
	Councilmember	Adrian Hernandez
	Councilmember	Layni Cade
	Councilmember	Alex Kamkar
	Councilmember	Joseph Koza
	Councilmember	Jeffery Barry
	Councilmember	Woody Owens

## City Staff:

City Manager	Clay Pearson
Chief Financial Officer	Amy Johnson
Purchasing Officer	Sheila Baker





### Contractor Questionnaire

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has the City of Pearland or other governmental entity incurred costs as a result of contested change order(s) from the undersigned company?
<input type="checkbox"/>	<input type="checkbox"/>	2. Has the City of Pearland or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
<input type="checkbox"/>	<input type="checkbox"/>	3. Has the undersigned company failed to meet bid specifications or time limits on other contracts?
<input type="checkbox"/>	<input type="checkbox"/>	4. Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
<input type="checkbox"/>	<input type="checkbox"/>	5. Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty six (36) month period?
<input type="checkbox"/>	<input type="checkbox"/>	6. Has the undersigned company failed to perform or performed unsatisfactory on two or more contracts within a thirty six (36) month period?
<input type="checkbox"/>	<input type="checkbox"/>	7. Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
<input type="checkbox"/>	<input type="checkbox"/>	8. Does the undersigned company have a record of safety violations in two or more contracts within a thirty six (36) month period?
<input type="checkbox"/>	<input type="checkbox"/>	9. Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of such a contract or subcontract within a ten (10) year period?
<input type="checkbox"/>	<input type="checkbox"/>	10. Has the undersigned company been convicted of a criminal offense within a ten (10) year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
<input type="checkbox"/>	<input type="checkbox"/>	11. Has the undersigned company been convicted of state or federal antitrust statutes within a ten (10) year period arising out of submission of bids or proposals?
<input type="checkbox"/>	<input type="checkbox"/>	12. Has the undersigned company been disbarred or had a similar proceeding by another governmental entity?

If you answered "yes" to Items 1-6 or 8-12 or answered "no" to Item 7, please attach a full explanation to this questionnaire.

Company Name:

Address:

Name:

(Please Print)

Title:

(Please Print)

Signature:

Date:



## NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid."

**Vendor** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

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

**Bidder (Signature)** \_\_\_\_\_

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

**Signature of Company  
Official Authorizing This Bid** \_\_\_\_\_

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

**Official Position** \_\_\_\_\_

**REFERENCES FOR:** \_\_\_\_\_

Offeror must furnish, with this Bid, a list of three references from customers with a similar or larger operation as the City of Pearland. This document, or a similar version issued by your company, must be included with your Bid.

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

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Description of Project/Work: \_\_\_\_\_

\_\_\_\_\_

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

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Description of Project/Work: \_\_\_\_\_

\_\_\_\_\_

References for: \_\_\_\_\_

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

Company Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Description of Project/Work: \_\_\_\_\_

\_\_\_\_\_



## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

(Person name)

\_\_\_\_\_  
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1 Does not boycott Israel currently; and
- 2 Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Pearland.

*Pursuant to Section 2270.001, Texas Government Code:*

- 3 *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 4 *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION /TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



## STATE OF TEXAS - SENATE BILL 19 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

(Person name)

\_\_\_\_\_  
(Company or Business name)

hereafter referred to as company, with at least 10 fulltime employees and if entering into a contract for more than \$100,000 paid partially or fully with public funds, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

*Pursuant to Section 2274.001, Texas Government Code:*

3. *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
4. *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry store or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*
5. *"Firearm entity" means (a) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and (b) a sport shooting range as defined by Section 250.02 of the Local Government Code.*
6. *"Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that; (a) is not organized or operated for profit and for which not of its net earnings inures to the benefit of any private shareholder or individual; (b) has two or more firearm entities as members; and (c) is exempt for federal income taxation under Section 501 (a), Internal Revenue Code of 1986, as an organization described by Section 501 (c) of that code.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION /TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



## STATE OF TEXAS - SENATE BILL 2116 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

(Person name)

\_\_\_\_\_  
(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

1. Will not grant direct or remote access to or control of critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; or headquartered in China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country.

*Pursuant to Section 2274, Texas Government Code:*

3. *"Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.*
4. *"Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.*
5. *"Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION /TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



## STATE OF TEXAS - SENATE BILL 13 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

(Person name)

\_\_\_\_\_  
(Company or Business name)

hereafter referred to as company, with at least 10 fulltime employees and if entering into a contract for more than \$100,000 paid partially or fully with public funds, do hereby certify the above-named company, under the provisions of Subtitle A, Title 8, Government Code Chapter 809:

- 1 Does not boycott energy companies currently; and
- 2 Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Pearland.

*Pursuant to Section 2270.001, Texas Government Code:*

- 3 *“Boycott Energy Company” means, without an ordinary business purpose, 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 with a company because the company:*
  - (A) *engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or*
  - (B) *does business with a company described by Paragraph (A)*
- 4 *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION /TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE



**USE FOR FEDERALLY FUNDED PROCUREMENTS ONLY****CERTIFICATION REGARDING LOBBYING****CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, Oran employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions..
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 foreach suchfailure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**SECTION IV**

**EXHIBIT A – Scope of Work**

**SECTION V**

**EXHIBIT B - SAMPLE CONTRACT**