



CITY OF BEAUMONT  
BEAUMONT, TEXAS

**FORMAL BID**

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**BID FOR:** Six (6) Month Contract for Road Materials – Asphaltic Concrete (Re-Bid)

**BID NUMBER:** BF0112-11

**BID DUE:** THURSDAY, FEBRUARY 9, 2012 AT 2:00 P.M.

**PRE-BID:** N/A

**SUBMIT BID TO:** This is a FORMAL BID and must be submitted to:

City Clerk's Office / City Hall  
City of Beaumont  
801 Main St., Suite 125  
Beaumont, TX 77701

You may submit your bid by MAIL or in PERSON.  
Bids will NOT be accepted via fax or e-mail.

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*PURCHASING DIVISION*

For bid results Monday-Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720  
or visit our web site at  
[http://www.cityofbeaumont.com/Purchasing/purchasing\\_bids.htm](http://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm)

## NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk of the City of Beaumont, 801 Main Street, Room 125 until 2:00 p.m., local time, Thursday, February 9, 2012 and all bids will be opened and publicly read in the City Council Chambers on that date for:

### **Six (6) Month Contract for Road Materials – Asphaltic Concrete (Re-Bid)**

Bidding forms, specifications and all necessary information may be obtained from the Purchasing Division, City Hall, 801 Main, Room 315, Beaumont, Texas 77701. Bids shall be submitted to the City Clerk's Office, 801 Main, Room 125, prior to the above stated time.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

Vendors requesting bid packets should call the Purchasing Division at (409) 880-3720 or you may download the specifications from our website at:

[http://www.cityofbeaumont.com/Purchasing/purchasing\\_bids.htm](http://www.cityofbeaumont.com/Purchasing/purchasing_bids.htm)

Please make reference to Bid Number: **BF0112-11**

Bid Closing Date: **February 9, 2012**

Tina Broussard  
City Clerk

First Publication: **January 19, 2012**

Second Publication: **January 26, 2012**

## GENERAL CONDITIONS FOR BIDDING

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1. The City of Beaumont is requesting sealed bids for a six (6) month contract to provide asphaltic concrete for use by the Streets Department.
2. Price shall be firm for not less than six (6) months from date of award. Materials shall be ordered as needed throughout the contract period. Quantities are estimated and not guaranteed. Bids shall be per ton with no minimum load requirement.
3. The bids will be evaluated using the following criteria:
  - 3.1 Price,
  - 3.2 Delivery time.
4. Bidders shall state the location of plant where material is to be picked up. Should there be more than one yard at which material is available, the locations must be stated on the bid sheet. The City has the option to pick up material at the location most advantageous to it.
5. Bids for delivered material shall state the price per ton of asphaltic concrete delivered to work sites within the City of Beaumont.
6. Should the successful bidder be unable to furnish the material, then the City shall have the right to purchase asphaltic concrete from another supplier at no additional cost to the awarded bidder.
7. Should the City require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.
8. Contracts for asphaltic concrete retrieved from the vendors plant (F.O.B. plant) and delivered asphaltic concrete (F.O.B. jobsite) may be awarded separately. Determination of award will be based upon bids that are most advantageous to the City
9. The successful bidder shall, within ten (10) days following award of contract, furnish the City with proof of insurance as stated in Attachment A. The City shall be named as additional insured on all applicable policies. Should any insurance required by the contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.
10. The Contractor agrees to indemnify and save harmless the City of Beaumont and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract; and including acts or omissions of the City of Beaumont or its officer, agents, or employees in connection with said contract.

11. Failure to comply with information requested on any of these items will result in disqualification of the bid.
12. Contract may be awarded to one bidder or split between a combination of bidders as deemed advantageous to the city.
13. Bids are to be submitted on the enclosed bid forms only.
14. All portions of this bid requiring data or information must be filled in completely. Failure to do so may result in bid rejection due to non-response.
15. Signatures, where required, must be original; facsimile stamp or computer generated signatures will not be accepted.
16. Certifications, where required, shall accompany the bid submission.
17. The City reserves the right to accept or reject any bid or combination of bids deemed advantageous to it.
18. **NO PERSON** has the authority to verbally alter these specifications. Any changes to specifications will be made in the form of an Addendum which will be made available online at [http://www.cityofbeaumont.com/Purchasing/purchasing\\_\\_bidlists.htm](http://www.cityofbeaumont.com/Purchasing/purchasing__bidlists.htm) and will be faxed to the vendors on the bid announcement list.
19. If any information is needed concerning specifications, please contact:

Robert J. Hollar, Buyer II  
Purchasing Division  
City of Beaumont

**Physical Address:**  
801 Main St., Suite 315, Beaumont, TX 77701

**Mailing Address:**  
P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3758 ♦ Fax # (409) 880-3747

E-mail: [rhollar@ci.beaumont.tx.us](mailto:rhollar@ci.beaumont.tx.us)

**SECTION I**  
**TECHNICAL SPECIFICATIONS FOR**  
**HOT MIX HOT LAID ASPHALTIC CONCRETE**

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- 1.1 Bids will be received for a six (6) month contract to furnish approximately six-thousand (6,000) tons of Hot Mix/Hot Laid Asphaltic Concrete, F.O.B. jobsite and vendor's plant.
- 1.2 This material shall conform to Texas Highway Department 1993 Standard Specifications for Construction of Highways, Streets and Bridges, Item 340, Type D (Fine Graded Surface Coarse). This asphaltic concrete shall be measured and paid for by the ton (composite weight method).
- 1.3 Bids will be evaluated based on conversion of weight to volume using the unit weight per cubic foot of material submitted. Weight in pounds per cubic foot compacted to be no less than one hundred forty (140).

**SECTION II**  
**TECHNICAL SPECIFICATIONS FOR**  
**HOT MIX COLD LAID ASPHALTIC CONCRETE TYPE D**

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- 2.1 Bids will be received for a six (6) month contract to furnish approximately three-hundred (300) tons of Hot Mix/Cold Laid Asphaltic Concrete, F.O.B. jobsite and vendor's plant.
- 2.2 This material shall conform to the Texas Highway Department 1993 Standard Specification for Construction of Highways, Streets and Bridges and special provision 334.
- 2.3 Should the City require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the contractor's expense.
- 2.4 The minimum volatile content shall be no less than 0.3 percent.
- 2.5 The asphaltic mixture shall be tested for stripping by test method TEX-530-C. If there is any appreciable evidence of stripping, then it shall be immediately corrected.
- 2.6 The aggregate shall consist of a coarse aggregate, intermediate aggregate and a fine aggregate. The fine aggregate shall be a combination of limestone screening and field sand. None of the individual aggregate will have a polish value of less than twenty-nine (29). The combined polish value of the aggregate shall not be less than thirty-two (32).
- 2.7 Bids will be evaluated on conversion of weight to volume using the unit weight per cubic foot of material submitted. Material is to have a workability suitable for hand placement. Asphaltic material to be no less than 6% by weight and to be MC-800 or approved equal. Weight in pounds per cubic foot compacted to be no less than one hundred thirty-five (135).

**ATTACHMENT A**

(Revised 5/2/2011)

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**INSURANCE**

**SECTION A.** Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF BEAUMONT'S PURCHASING DIVISION, and no officer or employee of the City shall have authority to waive this requirement.

**INSURANCE COVERAGE REQUIRED**

**SECTION B.** CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

**SECTION C.** Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

<b><u>TYPE</u></b>	<b><u>AMOUNT</u></b>
1. <b>Workers' Compensation and Employer's Liability</b>	Statutory
<b>NOTE: For building or construction projects, and services provided at City-owned facilities, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.</b>	
2. <b>Commercial General (public) Liability</b> including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	

- h. Professional liability\*
- i. Underground hazard\*
- j. Explosion and collapse hazard\*
- k. Liquor liability\*
- l. Fire legal liability\*
- m. City's property in Contractor's\*  
care, custody, or control
- n. Asbestos specific liability\*

\* **Not required for this contract**

- 3. **Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for:
  - a. Owned/leased vehicles
  - b. Non-owned vehicles
  - c. Hired vehicles
 Combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent.
  
- 4. **Errors and Omissions** insurance policy (when applicable)
 

Provide a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

**ADDITIONAL POLICY ENDORSEMENTS**

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name, the City of Beaumont and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change.
- c. Provide for notice to City at the address shown below by registered mail.

- d. CONTRACTOR agrees to waive subrogation against the City of Beaumont, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

### NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than 15 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Division  
City of Beaumont  
P.O. Box 3827  
Beaumont, Texas 77704

**SECTION D.** Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

**WORKERS COMPENSATION INSURANCE**  
**for**  
**Building or Construction Projects and Services Provided at City-Owned Facilities**

**TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110**

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As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

**Workers' Compensation Insurance Coverage**

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Beaumont.
3. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the City of Beaumont prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Beaumont showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Beaumont:
1. A certificate of coverage, prior to that person beginning work on the project, so the City of Beaumont will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - a. A certificate of coverage, prior to the other person beginning work on the project; and
    - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  6. Notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Beaumont that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Beaumont to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Beaumont.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF BEAUMONT  
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent  
and submitted with bid proposal**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Beaumont, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

\_\_\_\_\_  
Agent (Signature)

\_\_\_\_\_  
Agent (Print)

Name of Agency/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agent/Broker Telephone #: (        ) \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

(Print or Type)

**NOTE TO AGENT/BROKER**

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Beaumont at (409) 880-3720.

**BID OPENING DATE:** Thursday, February 9, 2012

**BID OPENING TIME:** 2:00 P.M.

**CITY BID NUMBER:** BF0112-11

**FOR FURNISHING:** Six (6) Month Contract for Road Materials – Asphaltic Concrete (Re-Bid)

**OUTLINE OF BID DATA:**

For bids to be considered valid, Bidders **MUST** complete and submit the following:

1. Bid Sheet, pages 14 through 18.
2. Affidavit of Insurance, page 13.
3. Provide a valid signature at the appropriate locations within these bid documents.

**BIDDER INFORMATION:**

Company Name	
Bidder's Name In Printed Form	
<b>Bidder's Signature *</b>	_____ (Signature required for bid to be accepted.)
Bidder's Title	
Company Physical Address	_____ Street _____ City <span style="float: right;">Zip Code</span>
<b>Company Mailing Address</b>	_____ Street or P.O. Box _____ City <span style="float: right;">Zip Code</span>
Company Telephone Number	
Alternate Phone Number	
Company Fax Number	
E-mail Address	

\* The parties agree that a faxed signature is valid and binding as if it were an original.

**BID TABLE FOR BID NO. BF0112-11  
Six (6) Month Contract for Road Materials –  
Asphaltic Concrete (Re-Bid)**

<b>Section 1 – Hot Mix / Hot Laid</b>				
<b>Description</b>	<b>Lb./Ft.<sup>3</sup></b>	<b>Qty. (Tons)</b>	<b>Unit Price Per Ton</b>	<b>Extended Price</b>
Hot Mix / Hot Laid – Plant P/U		6,000	\$	\$
Hot Mix / Hot Laid – Delivered		6,000	\$	\$
<b>TOTAL:</b>				\$

<b>Section 2 – Hot Mix / Cold Laid</b>				
<b>Description</b>	<b>Lb./Ft.<sup>3</sup></b>	<b>Qty. (Tons)</b>	<b>Unit Price Per Ton</b>	<b>Extended Price</b>
Hot Mix / Cold Laid – Plant P/U		300	\$	\$
Hot Mix / Cold Laid – Delivered		300	\$	\$
<b>TOTAL:</b>				\$

<b>TOTAL FOR SECTION 1 AND 2:</b>	\$
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<b>INSERT BIDDING VENDOR'S COMPANY NAME:</b>
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**BID SHEET CONTINUED**

DATE OF DELIVERY AFTER RECEIPT OF ORDER: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_

Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_

DOES YOUR BID MEET SPECIFICATIONS? YES \_\_\_\_\_ NO \_\_\_\_\_

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) \_\_\_\_\_ Non-Minority \_\_\_\_\_ Hispanic \_\_\_\_\_ Black \_\_\_\_\_ Other \_\_\_\_\_  
Minority (please specify) \_\_\_\_\_ Female Owned \_\_\_\_\_ Handicapped Owned \_\_\_\_\_  
Small Business (less than \$1,000,000 annual receipts or 100 employees) \_\_\_\_\_

CERTIFICATE OF CORPORATE BIDDER

BIDDERS

I, \_\_\_\_\_, CERTIFY  
THAT I AM \_\_\_\_\_,  
(title) OF THE CORPORATION NAMED AS  
BIDDER HEREIN; THAT \_\_\_\_\_  
\_WHO SIGNED THIS BID ON BEHALF OF THE  
BIDDER, WAS THEN \_\_\_\_\_  
, (title) OF SAID CORPORATION;  
THAT SAID BID WAS DULY SIGNED FOR AND  
ON BEHALF OF SAID CORPORATION BY  
AUTHORITY OF ITS GOVERNING BODY AND IS  
WITHIN THE SCOPE OF ITS CORPORATE  
POWERS.

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 \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF OFFICER

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

\_\_\_\_\_  
TYPE OR PRINT NAME

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

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
Position With Company \_\_\_\_\_  
(Title)

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

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

\_\_\_\_\_  
Date

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**STATEMENT OF CITY CHARTER  
PROVISION ON CONFLICT OF INTEREST**

The following provisions were adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved **null and void.** (Beaumont City Charter, Article XVII, Section 9.)

I, \_\_\_\_\_ (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm, to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the city.

SIGNED this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**GENERAL CONDITIONS OF BIDDING  
(Revised 6/30/11)**

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

**1. BIDDING:**

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.
- B. **TIME & DATE:** Formal bids must be in the office of the City Clerk by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior the bid opening. **Formal bids may NOT be faxed or e-mailed.**  
  
Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**
- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers

comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division offices.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by City Council and bidder has received notice of such award.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. **TAXES:**

- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. **AWARD:**

- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

4. **BID DEPOSIT:**

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. **DELIVERIES:**

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplies in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. **REJECTIONS:**

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the

City Purchasing Manager or his/her designated representative.

- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. **BILLING:**

- A. All bills are subject to approval by the Purchasing Manager.

8. **PATENTS:**

- A. The contractor agrees to indemnify and save harmless the City, the Purchasing Manager, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes and used.

9. **CONDITIONS PART OF BID:**

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. **CONTRACT:**

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder:

- i. Notice to Bidders,
- ii. General Specifications,
- iii. General conditions of bidding,
- iv. The Bid Sheet(s),
- v. Resolution awarding the bid.

- B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or

purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **DISCOUNTS:**

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. **DISCLOSURE FORMS:**

- A. **All forms must be signed and returned with your bid sheet.**

15. **EXCEPTIONS:**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail, return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;

- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and
- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager’s option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Division is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the City Manager a request for review. The decision of the City Manager will be final.

**18. PUBLIC INFORMATION ACT:**

- A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer’s agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

- B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk  
City Hall

**Physical Address:**

801 Main Street, Suite 125  
Beaumont, TX 77701

**Mailing Address:**

P.O. Box 3827  
Beaumont, TX 77704-3827

409-880-3740 Fax  
409-880-3745 Phone

[openrecords@ci.beaumont.tx.us](mailto:openrecords@ci.beaumont.tx.us)

- 19. **WEBSITE** – Vendors are responsible for verifying all addendum to specifications downloaded from the City website.
- 20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.
- 21. **FORCE MAJEURE** – Neither the City nor the Contractor shall be required to perform any term, condition or covenant of this agreement so long as performance is delayed or prevented by force majeure.
- 22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.
- 23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days written notice.