



REQUEST FOR PROPOSALS

**RFP 2024-05
City Hall Annex Renovations
General Contractor Services**

**WHEN SUBMITTING A SEALED PROPOSAL,
PLEASE MARK THE ENVELOPE**

City Hall Annex Renovations

Proposal Due Date: 2:00 P.M., July 18, 2024

No Proposals submitted after the above deadline will be accepted.

**Mandatory pre-proposal conference will be held at
City Hall 121 S. Velasco Street, Angleton, Texas 77515
at the following date and time:
Monday, July 8, 2024 at 9:00 a.m.**

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Request for Proposal

The City of Angleton is soliciting sealed proposals in response to this Request for Proposal, RFP, from qualified general contractors to provide contracting and construction services for the Angleton City Hall Annex Renovations (the “**Services**”). The Services are more specifically described in **Section 3** the Scope of Work of this RFP.

The City is soliciting competitive sealed proposals from general contractor/construction firms having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and provide submissions for consideration by the City. The words “bidder”, “proposer”, or “respondent” are all used interchangeably and have the same meaning, throughout this Request for Sealed Proposals.

1.2 Public Information

The proposer is hereby notified that the City strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this request for proposals and the responding company agrees that the agreement can be terminated if the company intentionally fails to comply with a requirement of that chapter. The vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.3 Type of Agreement

All responding Proposers hereby put on notice that if awarded an agreement for procurement of goods or services, the City is entering into that agreement in its governmental capacity, and not a proprietary capacity.

The selection of a responding company or an award of an agreement to a responding Proposer does not guarantee that the City shall in fact purchase goods or services, or enter into an agreement, or guarantee any particular volume use, number, or sales.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of the Proposer to acquaint himself/herself with existing

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conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that the City has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.4 **Clarifications and Interpretations**

Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The city shall not be responsible or liable for any errors or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

The City may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only the City's responses that are made by formal written Addenda will be binding on the City. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by the City prior to the Submittal Deadline shall be and is hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's response.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the RFP. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.5 **Proposal Evaluation Process**

The evaluation of the submitted Proposals shall be based on the requirements and percentages described in **Section 2.2 (Selection Criteria)** of this RFP. All timely, properly submitted Proposals shall be reviewed, evaluated, and ranked by the City.

The City shall select the Proposal that offers the "best value" for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the RFP – in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by the City as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFP, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, the City may invite one or more selected Proposers to participate in oral presentations.

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Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification. Vendors shall not contact any City personnel during the proposal process.

The City may make the selection of the Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, Proposals should include five (5) additional copies of the sealed proposal. The submission should also be accompanied by one electronic file included in a flash drive. The sealed proposal should include the following information in addition to the items set forth in Section 2.2 Criteria:

1. Summary of Qualifications—Provide all relevant information necessary to allow the City to conduct a thorough analysis of the firm’s ability to perform the services associated with the renovation of the City Hall Annex.
2. Relevant Experience—Provide a detailed overview of successful projects written within the last five (5) years, including project cost along with detailed information on the project.
3. List of References—Provide contact information for five (5) recent clients with whom the submitting company has recently been contracted by. Contact information should include the name, phone number, and email address for a decision maker and person authorized to speak on behalf of the submitting contractor’s client.
4. Staff Information—Provide pertaining information on Staff that will be assigned to the City of Angleton City Hall Annex work if an agreement is issued to the company.
5. Cost Estimating and Fees—Responding Proposer’s fees and costs to perform the scope of work.

The five (5) work references shall have the following: Name of client, address, phone number, email address, contract period dates, description of services provided, contract amounts.

After submission of a proposal, but before final selection of a Contractor is made, the City may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final** proposal. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on the Proposer. The City is not obligated to select the Proposer offering the most attractive economic terms if their Proposal is not representative of the best value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City.

If only one proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable and provides the best value for the City.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the City’s Finance Department. All presentations or meetings between the City and the Respondent relating to this proposal shall be coordinated by the City’s Finance Department. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City’s best interest, and the most advantageous to the City.

The City reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of the City. The proposer is hereby notified that the City will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by the City.

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1.6 **City's Reservation of Rights**

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

The City reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If any Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The City reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.7 **No Reimbursement for Costs**

Proposer acknowledges and accepts that any costs incurred by responding to this RFP shall be at the sole risk and responsibility of the Proposer.

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and the City has made no representation written or oral that one or more agreements with the City will be awarded under this RFP; (2) the City issues this RFP predicated on the City's anticipated requirements for the Services, and the City has made no representation, written or oral, that any particular scope of services will actually be required by the City; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a submitted proposal in response to this RFP.

1.8 **RFP Withdrawals and Amendments**

The City reserves the right to withdraw this RFP for any reason. The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline. To obtain the best offers, the City may allow the submission of revisions after proposals are submitted and before the award of the contract.

1.9 **Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152, and Section 2252.152.**

The City Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Appendices** for these documents.

1.10 **Proposal Validity Period**

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the services set forth in the Scope of Services at the price(s) shown in the submitted Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of one hundred eighty (180) days from the submittal deadline, or until an agreement has been awarded by the City.

1.11 **Equal Opportunity Employer**

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The City is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.12 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by the Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in **Appendix B**.

1.13 Disclosure of Interested Parties Form 1295

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.14 Protest Procedure

Any respondent that submits a proposal may protest. The protest will be submitted in writing to the City's Finance Director/Purchasing Division within three working days after such an aggrieved person knows of or should have known of, the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Finance Director/Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or agreement number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- ii. In the case of request for proposals, the City's Finance Director shall ask the protestor to deliver, via electronic mail, the protest to relevant parties.
- iii. The City Manager has the authority to render the final determination regarding the protest. Any determination rendered will be final.

Compliance with Angleton Code of Ordinances Section 2-144 Procurement & Formal Bidding Process and in accordance with Texas law.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

2:00 P.M., Thursday, July 18, 2024

2.2 Criteria for Selection

Proposer is encouraged to provide a proposal that includes terms and conditions offering the best value and maximum benefit to the City as prescribed by Section 252.043 Texas Local Government Code in terms of the following:

Scoring Criteria:

1. Purchase Price/Pricing
2. Reputation of Respondent/Proposer and the reputation of goods and services
3. Quality of goods and services
4. The extent to which the goods or services meet the City's needs
5. The Proposer/Respondent's past relationship with the City
6. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing person with disabilities
7. The total long-term cost to the City to acquire the Proposer's goods or services
8. Past Performance on similar projects of size and scope
9. Experience of Project Manager or Site Superintendent

An evaluation team from the City will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. The City may consider additional information, if the City deems such information relevant.

SECTION 3

Scope of Work

3.1 Project Title: City Hall Annex Renovation

3.2 Special Conditions (Bonds, Federal Clauses, etc.)

Prior to beginning work bidding Contractors are required to execute a payment bond for the protection of suppliers of materials or labor for the project. The City requires the Bidding Contractor to execute a performance bond solely for the protection of the City. Both the payment and performance bonds must be written for the total contract value and should be executed by corporate surety in accordance with the Insurance Code prior to commencement of work. The bonds must comply with Texas Government Code Section 2253.021 and Chapter 2253 requirements.

3.3 Brand Manufacture Reference

City has determined that any manufacturer's brand defined in the Scope of Services meets the City's product and support need. The manufacturer's reference is not intended to be restrictive and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer's brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City's product and support needs.

3.4 City's Payment Terms

The city's standard payment terms for services are "Net 30 days".

3.5 Scope of Work – Requirements

Entry

- Electrical work- convert lights to LED

Utility Clerk

- Demo existing door/frame/hardware (into entry).
- Infill opening to create a transaction counter with a bullet resistant glass and document pass through.
- Cut new opening on lobby side and install one (1) door/frame/office lockset hardware.
- Repair, spot prime and paint existing walls. (Paint color will be functional grey.)
- Replace carpet/cove (carpet will be Rule Breaker 2-0oz and cove base will be 4in black rubber.
- Electrical work relocates one (1) light switch and convert lights to LED

Offices (6 Total)

- Demo two (2) existing doors/frames/hardware/transom along back wall and infill with metal stud and gyp board floated to level 4 finish and painted.
- Layout and install new gyp board partitions to create six (6) offices with the top of the walls framed out for new aluminum window frame and ¼" glass (approx. 2' h x 5' l each – (see photo of example attached)
- Supply/Install six (6) 3'0x7'0 aluminum door frame/solid core plastic laminate doors (status bronze) with typical office lockset hardware.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black

SECTION 3

rubber.)

- Install three (3) new duplex receptacles and three (3) data drops (box and pull string only) in each office.
- Install one (1) light switch in each office and rewatch lights for each office convert office lights to LED

Storage by Finance Offices

- Layout and install new gyp board partitions to create a new storage room.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey)
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.).
- Electrical work install one switch and convert lights to LED

Corridor & IT

- prep, prime and paint (color will be functional grey) existing wall.
- Repair, spot prime existing walls and paint all walls on corridor side. Prime and paint new wall inside new IT room. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- install new drop-down ceiling in IT and replace tiles as needed outside IT and hallway
- Electrical work convert lights to LED

Lactation Room

- Demo existing walls/doors and countertops.
- Layout and install new gyp board partition to create a new room
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Repair, spot prime existing walls and paint all walls on corridor side. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Install one (1) new light switch and convert lights to LED

Storage Room

- Repair, spot prime existing walls and paint all walls. (color will be functional grey)
- Electrical convert lights to LED
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)

Breakroom

- Demo existing upper/base cabinets and countertop
- Demo existing appliances
- Demo one (1) sink/faucet.
- Fabricate and install new upper/base cabinets with one ADA compliant sink base cabinet with access panel. Color TBD.
- Fabricate and install new plastic laminate countertop. Color TBD
- Supply/Install one (1) new stainless-steel sink and faucet.
- Patch in approx. 10 12"x12" ceiling tiles, new tiles may not match existing.
- install missing tiles and paint the ceiling. (The color will be incredible white.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical convert lights to LED

SECTION 3

Cleaning Crew/Storage:

- Floated to level 4 finish, to separate new janitors' room and city secretary storage room.
- Repair, spot prime existing walls and paint all new/existing walls. Includes the "L" shaped corridor. (color will be functional grey)
- electrical work convert lighting to LED

Corridor to Stairs

- Floated to level 4 finish, prime and prime partition wall to stairs. (color will be functional grey).
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- replace missing ceiling tiles
- Electrical work relocate switch to inside new corridor and convert lighting to LED

Utility Teller & Meter Clerk

- Demo existing bank teller line.
- Install new gyp board partition in front of teller line to create an office.
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old doors if possible) color TBD
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical work relocate switch and convert lighting to LED.

Utility Director Office

- Demo all existing upper/base cabinets and countertops.
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint. (color will be functional grey)
- Existing safe to be relocated by carpet installers.
- Electrical work relocate switch and convert lighting to LED.

Finance Director Offices

- Demo approx. 10 ft of window frame and glass.
- Install new gyp board partition wall with one new door opening.
- Install new gyp board partition wall to create two new offices floated to level 4 finish.
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime walls. (color will be functional grey).
- Install one (1) new duplex receptacle and one (1) data drop (box and pull string only) on each side of the new wall
- Electrical relocate switch and convert lighting to LED.

Conference Room

- Layout and install new gyp board partitions to create new conference room) with the top of the walls framed out for new aluminum window frame and 1/4" glass (approx. 2' h x 5' l each – (see photo of example attached)
- Supply/Install one (1) 3'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware.
- Supply/Install one (1) 6'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old doors if possible) color TBD

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- Supply/Install 2 (2) 6'0x7'0 aluminum door frame/solid core plastic laminate door with typical office lockset hardware. (repurpose old double doors if possible) color TBD
- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Install two (2) duplex receptacles, one (1) light switch and one (1) under carpet floor plug with raceway for conference table.
- Install two (2) new duplex receptacle and two (2) data drops (box and pull string only) on existing wall.
- Electrical work relocate switch and convert lighting to LED. (see concept drawing)

Lobby

- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.)
- Demo existing ceramic tile flooring on lobby side of existing teller desk.
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical relocate switch and convert lighting to LED.

Internet Kiosk

- Install three electrical outlets.
- Install three interned cable drop boxes.

Public Works Offices

- Replace carpet/cove base with (carpet will be Rule Breaker 20oz and cove base will be 4in black rubber.).
- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Electrical convert lighting to LED.

Annex Male & Female Restrooms

- Repair, spot prime existing walls and paint all walls. (color will be functional grey).
- Make ADA compliant
- Exterior lighting
- All exterior wall pack lighting be converted to LED and hooked to timer.
- light pole in the parking lot be converted to LED and hooked to timer.

Work to Include:

- Labor, materials, equipment, supervision, dumpster, haul off, disposal, final clean of scope of work areas only. Contractor Comply with all State, local and City of Angleton laws, codes, and regulations.

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1.3.2 - Lithonia Lighting Contractor Select CPX 1 ft. x 4 ft. 4280 Lumens Integrated LED Panel Light Switchable Color Temperature



SKU #: 1006405524

1.4.4 - Lithonia Lighting Contractor Select CPX A12 Lens 2 ft. x 2 ft. 3200 Lumens Integrated LED Panel Light, 4000K



SKU #: 1006405520

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Appendices

Appendix A – Proposal Document

Appendix B – Conflict of Interest

Appendix C – House Bills 13, 19, 89

Appendix D – Nepotism Statement

Appendix E – ACH Information

Appendix F – References

Appendix G – Bid Bond or Guarantee

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

- Appendix A must be included in the submittal.
- Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 13, 19, 89
Verification
<input type="checkbox"/> Appendix G – Bid Bond or Guarantee | <input type="checkbox"/> Appendix D – Nepotism Statement
<input type="checkbox"/> Appendix F - References |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

All Proposals delivered to the City of Angleton shall include this page with the submittal.

RFP Number:	RFP 2024-05
Project Title:	City Hall Annex Renovations
Submittal Deadline:	Thursday, July 18, 2024 @ 2:00 p.m.

Proposer Information:

Proposer’s Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____ (day) of _____ (month), _____ (year)

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of development corporations;

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or feeregulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this appendix.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
2. It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of (Company
or

Business Name) _____ (hereinafter
referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

Appendix D – Nepotism Statement
FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN
THE BID OR PROPOSAL
“NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Proposer or Bidder is other than an individual, shall state whether Proposer or Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Angleton by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Angleton

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Angleton

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Angleton.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Angleton.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

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

Appendix E – ACH Form

The City of Angleton would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Angleton would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return them to the City of Angleton Finance Department.

Please mail to:

City of Angleton Finance Department
121 S. Velasco St.
Angleton, TX 77515

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 979-849-4364. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provides for the City of Angleton.

Sincerely,

Phillip Conner
Finance Director



ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Angleton to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Angleton responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Angleton receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Angleton Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Appendix F – REFERENCES

References – This section is required.

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. The proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted by mail or hand delivery.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted, and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn, or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline; however, to obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract.
- F. Proposal Document Format: All proposal documents must be prepared in single- space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. The City only accepts proposals that are submitted via mail or hand delivery.
- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted **after the deadline**. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.
- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference will be Monday, July 8, 2024, at 9:00 a.m. here at the City Hall Conference Room.

Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with the proposal, the City may consider this as Non-Responsive and reject the proposal:

- Signed and Completed Appendix A – Proposal Document
- Signed and Completed Appendix B – Form CIQ
- Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications
- Signed and Completed Appendix D – Nepotism Statement
- Completed References Appendix F
- Bid Bond or Guarantee Appendix G

Appendix G
BID BOND OR GUARANTEE

THE STATE OF TEXAS

SURETY'S NO. _____

KNOWN ALL MEN BY THESE PRESENT, THAT _____

_____ of the City of

_____, County of _____, and State of _____

as Principal, and _____, as Surety,

Are held and firmly bound unto the City of Angleton, Texas, a home rule municipal corporation of Brazoria County, Texas, as Obligee, in the amount of:

_____ (written amount); (\$ _____),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

CITY HALL ANNEX RENOVATION

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2022.

Principal

By _____

Address _____

Surety

By _____

Address _____

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney