



REQUEST FOR BIDS

BID NO. 2023-10

**BG PECK SOCCER COMPLEX
SOLAR LED PARKING LOT LIGHTS**

**Request For Bid
BID NO. 2023-10 BG PECK SOCCER COMPLEX
SOLAR LED PARKING LOT LIGHTING**

Invitation

The City of Angleton is seeking sealed bids from qualified contractors for the installation of Solar LED Parking Lot Lighting at the BG Peck Soccer Complex located at 709 Kelly Blvd., Angleton, Texas. The City of Angleton will accept sealed bids until **2:00 p.m. on Thursday January 4, 2024**, at the following address:

**City of Angleton
Attention: City Secretary's Office
121 S. Velasco Street
Angleton, TX 77515**

SUBMISSION

All sealed bids should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined below. Submit one copy and one electronic version (thumb drive preferred).

Submission of bids:

The bid packet may be viewed electronically via <https://angleton.tx.us/343/Public-Notices>
Mail/hand deliver to:

**Office of the City Secretary
121 S Velasco St.
Angleton, Texas 77515
Bid No. 2023-10 BG Peck Soccer Complex Solar LED Parking Lot Lighting
Closing: 2:00 P.M., Thursday January 4, 2024 (CST)**

Label Envelope: "**BID NO. 2023-10: BG Peck Soccer Complex Solar LED Parking Lot Lighting**"

CLOSING

ALL BIDS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE THE SUBMITTAL CLOSING DATE AND TIME - NO EXCEPTIONS.

LATE SUBMISSIONS

Bids received in the City Secretary's Office after submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Angleton is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary Office shall be the official time of receipt. The City of Angleton reserves the right to reject any and all bids and to waive any informality in the bids received.

QUESTIONS

Any questions, Technical or Non-Technical pertaining to this bid must be submitted to Stewart Crouch, scrouch@angleton.tx.us. The deadline to ask questions is **Thursday, December 28, 2024, at 12:00 noon (CST)**. Please reference bid name and page number. Non-compliance with this provision may result in rejection of the bid. Responses to questions will be posted on <https://angleton.tx.us/343/Public-Notices> as an addendum prior to the submission deadline. Any material information given to one proposer concerning

a bid will be furnished by an addendum to all proposers who have been issued the Request for Bid.

BACKGROUND

This is a contract with the City of Angleton to supply, deliver, develop an engineered layout, mount, and install solar LED lights at BG Peck Soccer Complex, located at **709 Kelly Boulevard, Angleton, TX 77515**, in the northern parking lot to adequately light the designated area and provide final as-built engineered drawings. Solar LED lights must meet specifications outlined in the Scope of Work. All work is to be completed in accordance with the specifications in the Request for Bid (RFB). The contractor is responsible for all pricing and all other arrangements with subcontractors as required. The contractor will be required to provide a solar LED lighting layout depicting adequate light coverage in the initial bid. The contractor must have reliable equipment to complete the work specified. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses will be waived. This contract shall commence upon approval by the City Council. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

SCOPE OF WORK

The lowest possible bidder will be selected for installing solar LED lights at BG Peck Soccer Complex in the northern parking lot.

1) GENERAL NOTES SPECIFICATIONS

- a. The contractor shall verify the locations of existing underground utilities prior to commencing construction and shall report discrepancies to the engineer immediately (if applicable).
- b. The contractor shall protect all existing facilities, property, and underground utilities, and shall repair any damage to the satisfaction of the facility or property owner at no additional cost (if applicable).
- c. The contractor shall notify the "Lonestar/Texas811 Utility Locating Service" (telephone no. 811) 48 hours before starting any construction activities (if applicable).
- d. The contractor shall be fully responsible for any damage to the existing public or private utility lines, including but not limited to water lines, wastewater collection systems, and storm sewers, during construction. All damage shall be repaired to the satisfaction of and at no extra cost to the owner (if applicable).
- e. The contractor shall prepare a set of "as-built" drawings showing the final layout of the solar LED lights and light coverage.
- f. All materials for the proposed solar LED light supply and installation shall be new products direct from the factory and free from defects.
- g. The contractor is responsible for maintaining a secure and safe project site 24 hours a day, 7 days a week.
- h. The contractor shall report daily progress to the designated city appointed Project Manager.
- i. The contractor shall complete the project within two weeks, unless both parties agree to an extension.
- j. The contractor is responsible for ensuring subcontractors hired meet the same requirements as the contractor outlined in the General Specifications and Acknowledgement section of this document.
- k. The contractor is responsible for ensuring the project is complete within one (1) month after receipt of materials.

2) SOLAR LED LIGHT SPECIFICATIONS

- a. SYSTEM PERFORMANCE: LED, solar panel, and battery storage sealed within integrated unit. 5 days battery backup with proven reliability in tropical, desert, beach front and flood prone locations.
- b. CERTIFICATIONS: Lighting for roads and public spaces – Pedestrian area.
- c. DIMMING OPTIONS: Programmable ON / OFF settings, light dimming settings from 5%-100% with additional program to schedule ON time before dawn.
- d. LED: High quality LEDs producing all night-mode which increases output for 30 seconds when motion triggered. Linear or round lens options available.
- e. SOLAR PANEL: Tempered glass N-mono-crystalline military grade solar panel with class leading efficiency (+24%). Edgeless design reduces dust and bird fouling build up.
- f. BATTERY & CHARGING: Charging system measures temperature and optimizes charge to increase battery life.
- g. WEATHER RESISTANCE: Fully sealed IP-65 water resistant construction. Stainless steel components with a durable marine grade powder coat which is ideal for salty or corrosive environments.

3) LIGHTING LAYOUT

- a. The contractor shall provide the services of a Lighting Specialist/Engineer, from the Manufacturer, for site review, design and layout based on site conditions, determined fixture count and method of control.
- b. The contractor shall have a specialist/engineer determine optimal fixture locations, layout, spacing, flow and a network connectivity strategy depicting adequate light coverage in the bid.
- c. The contractor will provide photometrics with footcandle readings. Footcandles must meet industry standards for parking lots with low to medium activity.
- d. The contractor will provide pole specification that meets all windstorm requirements.
- e. The contractor will provide specifications on concrete pole pedestals. Pedestals minimum 16" round, 24" above grade to protect against vehicles.

4) PROTECTION & SAFETY

- a. The contractor will be responsible for securing the area where work is taking place on city property as well as coordination of all work so as not to create any undue interruptions of the normal operation of the area. It is the responsibility of the contractor to ensure that the work site is properly protected at all times. All work sites must be marked and barriered adequately with construction signs posted to secure and isolate the work site from the public or other personnel that have access to the area.
- b. All necessary personal protective equipment must be worn at all times and MSDS sheets must be available on site as required.

5) EQUIPMENT

- a. The contractor shall be responsible for the shipping of all materials. The loading and unloading of all supplies and other accessories shall in accordance with the manufacturers' recommended practices and shall be at all times performed with care to avoid damage to the material. It shall be the contractor's responsibility to examine such material at the point of delivery and to reject all defective material. The defected material must be replaced with sound material.
- b. The contractor shall be responsible for the storage of material and equipment in a safe and workman like manner to prevent injuries during and after working hours until project completion. There shall be no payment made to the contractor for storing the material.

- c. The contractor is responsible for providing all required equipment to supply and install solar LED lights at BG Peck Soccer Complex parking lot. The contractor is permitted to secure a subcontractor if needed.
- d. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the City of Angleton, Department of Parks & Recreation.
- e. Equipment shall have up-to-date Texas State inspection stickers and appropriate registration.

6) SITE RESTORATION

- a. The contractor will be responsible for repairing any damage to the site or other damage that might be caused during the execution of this contract.
- b. Site cleanup shall take place at the end of each day and at the completion of the project. All materials and debris generated during the job, shall be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. No track-out or dirt or mud will be left on city or private streets.
- c. Waste materials including construction debris and excess material shall become the property of the contractor and shall be removed from the project site and disposed of property by the contractor.

BID CONTENT REQUIREMENTS

Bids must include the following:

- A. **Cover Letter:** Include a cover letter expressing the Respondent's interest and understanding of the request for bids. The letter should name all the persons authorized to make representations for the bid and be signed by an authorized representative.
- B. Type of organization (i.e.) individual, partnership, corporation, etc.
- C. **Firm Background:** Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.
- D. List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.
- E. Briefly propose a general work plan to complete the services for the City of Angleton, BG Peck Sports Complex Solar LED parking lot lights project relative to the scope of work as outlined in this Request for Bid.
- F. List of sub-contractors along with license numbers connected with the project.
- H. **Conflict of Interest:** Provide a statement of any potential conflicts the bidder and/or key staff may have regarding providing these services to the City of Angleton. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. No employee of the City of Angleton or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof. Please be advised that in accordance with the State of Texas Local Government Code Chapter 176, bidder must submit Form CIQ with the Request for Bid submission **Appendix D**.
- I. Certificate of Interested Parties: **Appendix E**.
- J. Statement of Qualifications: **Appendix A**
- K. W-9: **Appendix B**.
- L. Texas Public Information Act: **Appendix C**.
- M. References: **Appendix F**

- N. Insurance Requirements: **Appendix G**
- O. Bond Requirements: **Appendix H**

REQUIREMENTS

A. All bids shall be reviewed and evaluated by the City of Angleton staff to determine which bid best represents the lowest responsible bid for this project. The contract shall be awarded to the lowest responsible bidder.

BID SUBMITTAL PROCESS

A. The submission of a bid shall be an indication that the bidder has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of the City of Angleton.

B. All bids received by the City of Angleton will be considered a "Public Record" as defined in the Texas Government Code Section 552 and shall be open to public inspection, after the opening of the sealed bids except to the extent the bidder designates trade secrets or other proprietary material to be confidential. Any documentation which the bidder believes to be a trade secret must be provided to the City of Angleton in a separate envelope and must be clearly marked as a trade secret. The City of Angleton will endeavor to restrict distribution of material and analysis of the bids. The bidder's qualification package, and any other supporting materials submitted to the City of Angleton in response to the RFB, will not be returned and will become the property of the City of Angleton.

C. Addenda to the specifications shall be considered part of the contract documents. The bidders shall acknowledge receipt of addenda. Oral and other interpretations or clarifications will be without legal effect.

In compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing

SELECTION PROCESS AND CRITERIA

This is a COMPETITIVE SEALED BID procurement and as such, the contract will be awarded to the lowest responsible bidder pursuant to Texas Local Government Code 252.043. An award will not necessarily be made to the bidder submitting the lowest priced proposal. Award will be made to the bidder submitting the lowest responsible bid satisfying the City of Angleton's requirements for the BG Peck Soccer Complex Solar LED Parking Lot Lighting, as determined by the City of Angleton, including consideration of price and other factors.

The City of Angleton may, at its discretion, request presentations by or meetings with any or all bidders to clarify the bid specifications. However, the City of Angleton reserves the right to make an award without further discussion of the bids submitted. Therefore, bids should be submitted on the most favorable terms, from both technical and price standpoints, that the bidder can submit. The City of Angleton contemplates award of the Contract to the lowest responsible bidder.

Upon final selection, the Contract will be processed by the City of Angleton to award the contract at a

city council meeting.

CONDITIONS TO AWARD

A. The City of Angleton reserves the right to delay the selection process, withdraw and reissue the Request for Bid, or cancel this procurement.

B. This request for bid does not commit the City of Angleton to pay any costs in the preparation or presentation of a submittal.

TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

Appendix A
Statement of Qualifications

DATE SUBMITTED _____

All questions must be answered, and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information that is pertinent.

1. Name of Firm _____

2. Permanent main office address _____

3. If a corporation, where incorporated _____

4. How many years have you been engaged in the electrical service business? Under what firm or trade names and how long under each? _____

5. Contracts on hand:

6. Are you licensed as Contractor in the State of Texas? Yes__ No__ If "Yes", please provide Contractor numbers?

7. General character of work performed by your firm _____

8. Has your firm ever failed to complete any work awarded to you? Yes____ No__ If "Yes", where, and why? _____

9. Has your firm ever defaulted on a contract? Yes____ No__ If "Yes", where, and why?

10. List 5 projects of similar size and scope:

Firm Name	Contract Value	Location	Contact Information
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1. _____

2. _____

3. _____

4. _____

5. _____

11. Are any lawsuits pending against you or your firm at this time?
Yes___No_____If "Yes", PROVIDE DETAILS.

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti- discrimination legislation or regulations?
Yes___No___If "Yes", PROVIDE DETAILS

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Qualifications.

DATED AT _____, this ___ day of, 20__.

(Name of Bidder)

By _____
(Signature)

Title _____

Appendix B

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
- -										
Employer identification number										
- - - - -										

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Appendix C

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bid, data, and information submitted to the City of Angleton are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and RFB sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and:

- The bid/RFB submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

- The bid/RFB submitted **contains confidential information**, which is labeled, and which may be found on the following pages _____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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.</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p align="center">_____</p> <p align="center">Signature of vendor doing business with the governmental entity Date</p>		

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Appendix E

CERTIFICATE OF INTERESTED PARTIES:

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means: (1) a person who has a controlling interest in the business with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your proposal. **There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Appendix F

REFERENCES

Please provide information from three (3) references

1. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

2. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

3. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

Appendix G

Insurance Requirements

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- i. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- ii. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 1. XCU Coverage,
 2. Contractual Liability Coverage,
 3. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 4. (X), © and (U) exclusions shall be removed.
- iii. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- iv. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- v. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- vi. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - (1) City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - (2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - (3) A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.

- (4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
- (5) All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
- (6) All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
- (9) Insurance must be purchased from insurers that are financially acceptable to City of Angleton.

All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Appendix H
Bond Requirements

BID BOND: Each bid shall be accompanied by a security deposit (Bid Bond) of no less than 10% of the value of the bid.

The security deposit (bid bond) will be returned to the contractor selected after that contractor delivers to the City the required performance and payment bonds

After a bid has been accepted, all bid bonds shall be returned to the other bidders.

PERFORMANCE BONDS AND PAYMENT BONDS: The contractor whose bid is accepted by the City shall provide Performance and Payment Bonds in the full amount of the contract.