



CITY OF LEANDER

REQUEST FOR QUOTE

**CITY OF LEANDER
POLICE DEPARTMENT OFFICE EXPANSION 2016**

DUE 7/8/16

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to establish a contract with a qualified person, firm or corporation, herein after "Respondent", to provide full, turnkey services inclusive of necessary equipment and labor to complete an office renovation and expansion project for the City's Police Department at 705 Leander Drive, Leander, TX 78641.
2. **SCOPE OF WORK:** All measurements are approximate. The project includes:
 - 2.1. 100 sq. ft. storage room;
 - 2.1.1. HVAC vent relation will be required.
 - 2.2. Display case base and header with can lights, glass doors and shelving;
 - 2.3. 120 sq. ft. office space;
 - 2.4. 169 sq. ft. office space;
 - 2.5. 164 sq. ft. office space;
 - 2.6. Wall extension with added door;
 - 2.7. Relocation of existing glass door.
3. **BUDGET:** Budget for the Scope of Work outlined herein is \$19,000.
4. **ATTACHMENTS:** Attachment A through D are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: Conflict of Interest Questionnaire (CIQ)
 - 4.3. Attachment C: Quote Sheet
 - 4.4. Attachment D: Floor plan and schematics
5. **CLARIFICATION:** For questions or clarifications of the plans or specifications, you may contact:

Joy Simonton, Purchasing Agent
City of Leander
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone, email, or visited for clarification of the plans and specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City through the Purchasing Department.

6. **QUOTE SUBMITTAL**: Quotes can be sent via e-mail to the City's Purchasing Agent by e-mail or hard copy:

Joy Simonton, Purchasing Agent
jsimonton@leandertx.gov
200 W. Willis Street
Leander, TX 78641

Or

PO Box 319
Leander, TX 78646

7. **REQUIREMENTS**: All Respondents shall:
- 7.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 7.2. Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - 7.3. Identify any subcontractors to be used for this project. The City reserves the right to approve or disapprove all subcontractors prior to any work being performed.
 - 7.4. Possess required licensure to perform services as specified herein.
 - 7.5. Possess required insurance to include Workers Comp to perform services as specified herein.
8. **AGREEMENT TERM AND CANCELLATION**: The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.
- 8.1. At a minimum, the following documents will be incorporated into the agreement:
 - 8.1.1. Quote document, attachments and exhibits;
 - 8.1.2. Successful Respondent's response documents.
 - 8.2. The initial term of the resulting agreement shall be substantial completion of the project sixty (60) days and final completion seventy-five (75) days from the notice to proceed. The agreement may be extended, provided both parties agree in writing prior to the expiration of the current term.
 - 8.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have fifteen (15) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the fifteen (15) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
 - 8.4. If the agreement is terminated, for any reason, the Respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.

9. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted, without prior approval by the City.
10. **AWARD:** The City reserves the right to enter into an agreement or a purchase order with a single award, split award, non-award, use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Manager ~~Council~~ approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/finance/page/purchasing>.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
 - 1.1. Site visit of renovation area **June 22, 2016**
705 Leander Drive
Leander, Texas 78641
2:00 PM – 3:00 PM
 - 1.2. Quotes due by **5:00 PM** **June 28, 2016**

PART III

SPECIFICATIONS

1. **SCOPE OF WORK:** The scope of work is as described above in Part I, paragraph 2 and in accordance with the attached floor plan (Attachment D). No architectural drawings shall be provided.
2. **SERVICE REQUIREMENTS:** The successful Respondent shall:
 - 2.1. Obtain and provide all supervision, labor, equipment, insurance, services, fuel, oil, incidentals, permits, notifications and related items necessary to complete the Project specified herein;
 - 2.2. Furnish all material, tools, hard hats, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner;
 - 2.3. Have an on-site supervisor at the site any time work is performed;
 - 2.4. Obtain any necessary permits from the City's building department;
 - 2.5. Schedule all inspections with the City's building department;
 - 2.6. Protect all existing and newly installed work, materials, equipment, improvements and structures.
 - 2.7. Any property or incidentals damaged shall be repaired or replaced by the successful Respondent to the satisfaction of the City;
 - 2.8. Perform on a schedule defined by the City to the specifications defined herein;
 - 2.9. Perform in a professional workmanlike manner;
 - 2.10. Submit invoicing as work is completed.

3. **CITY RESPONSIBILITY:** The City shall:
 - 3.1. Appoint a designated City representative;
 - 3.2. Monitor and inspect the work for compliance;
 - 3.3. Coordinate all work and scheduling with the successful Respondent.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City unless the Respondent provides a return envelope and postage.

1. Responses shall be submitted on itemized, signed Quote Sheet provided herein. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
2. Identify any subcontractors to be used on this project to include business name and complete contact information.
3. Attachment A: Reference sheet that shall include the name, address, active telephone number and **valid E-mail** of at least three (3) Municipal and Government agencies or firms of comparable size that have utilized similar services within the last two (2) years.
4. Attachment B: Conflict of Interest Questionnaire (CIQ).
5. Proof of licensure required to perform scope of work herein.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



**ATTACHMENT C
CITY OF LEANDER PART SPECIFICATION AND BID FORM
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number: #Q16-011 POLICE DEPARTMENT OFFICE EXPANSION 2016	RESPONDENT INFORMATION	Tax ID Number: _____
	Due Date: July 8, 2016		Business Name: _____
	Time: On or Before 5:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641		Address: _____
			Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	LOCATION	TOTAL PROJECT COST
1	Police Department Office Expansion 2016	\$

Pricing shall be all inclusive of equipment, labor, insurance, and supplies needed to perform the work as specified herein. Additional fees including but not limited to, shipping, fuel, taxes or other costs incurred shall not be permitted.

AUTHORIZED SIGNATURE	Print Authorized Individual Name: _____ Authorized Signature: _____ Date: _____
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