



**Purchasing Division
200 W. Willis Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S16-025

**COMPETITIVE SEALED PROPOSAL
LEANDER SALLY PORT AND SITE IMPROVEMENTS**

Responses Due: December 15, 2016



**COMPETITIVE SEALED PROPOSAL
LEANDER SALLY PORT AND SITE IMPROVEMENTS**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein “Respondent”, to provide a construction services for the addition of a Police Department Sally Port and Site Improvements.

City is using the Competitive Sealed Proposal Method pursuant to Chapter 2269, Subchapter D of the Local Government Code to facilitate this project.

2. **PLANS:** Complete plans and bidding documents can be obtained from planroom.millerids.com. For instructions on downloading plans respondents may contact:

Miller Imaging and Digital Solutions
Simon Lucas
Digital Services Coordinator
10713 Metric Blvd
Austin, TX 78758
512-381-5289

3. **BACKGROUND AND FUNDING:** The City of Leander’s Police Department, located at 705 Leander Drive, Leander, TX 78641, is adding a controlled entry sally port to the existing building and minor interior renovations for internal access to the sally port (scope of work identified as Base Bid (Phase 1)). The existing parking lot is also scheduled for reconfiguration and new security gates and will be bid simultaneously (scope of work identified as Alternate 1 (Phase 2)). Funding for the sally port is in place. Funding for the parking lot is not yet appropriated.
4. **BUDGET:** The City estimates the construction project budget for the Sally Port portion of the project to be \$600,000.
5. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting [STANDARD TERMS AND CONDITIONS](#).
 - 5.1. **AIA Document A201-2007, General Conditions of the Contract for Construction, as modified, is established as the basis for the general conditions of the construction contract and sets forth the responsibilities of the owner, contractor and architect during construction and is made a part of this solicitation and can be found on the City’s website by visiting:**
https://www.leandertx.gov/sites/default/files/fileattachments/finance/page/3131/construction_contract_draft_a201-2007_-_final_-_0013.pdf

5.2. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

6. **ATTACHMENTS:** The following attachment is herein made a part of the solicitation:

- 6.1. Attachment A: CIQ Form
- 6.2. Attachment B: Form 1295
- 6.3. Attachment C: Texas Workforce Commission Wage Rate Survey
- 6.4. Attachment D: Cost Proposal Form
- 6.5. Attachment E: Specs and Summary of Work

7. **CLARIFICATION:** For questions or clarifications of 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 or visited for clarification of the 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 of Leander through the Purchasing Department.

8. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

- 8.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale of the commodity or service specified herein.
- 8.2. Respondents shall have experience with public safety installations and renovations while a building is occupied.
- 8.3. Respondent shall possess proper licensing as required to complete the scope of work detailed herein.

9. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation and Experience of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any

irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

9.2. Response and associated pricing shall be valid for no less than one hundred and twenty (120) days from the date of opening.

10. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- | | |
|---------------------------------------|-----------|
| 10.1. Project Cost | 40 Points |
| 10.2. Experience, Qualifications | 20 Points |
| 10.3. Work Samples and References | 20 Points |
| 10.4. Delivery Timeline | 10 Points |
| 10.5. Closeout Checklist and Warranty | 10 Points |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

11. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

11.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 11.1.1. Solicitation document, attachments and exhibits;
- 11.1.2. Solicitation addendums, if applicable;
- 11.1.3. City's Definitions, Terms and Conditions;
- 11.1.4. Successful Respondent's submission.

11.2. The term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.

11.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

11.4. The City shall also have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Respondent shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

11.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

12. **PRICE INCREASE OR DECREASE:** A price increase shall not be permitted.

13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.

- 13.1. City may, at its sole discretion, create a rotating list of those successful respondents to be available as needed.
- 13.2. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
- 13.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
 - 13.3.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:
 - Christopher Fielder, Mayor
 - Andrea Navarrette, Council Member Place 1
 - Michelle Stephenson, Council Member Place 2
 - Shanan Shepherd, Council Member, Place 3
 - Ron Abruzzese, Council Member Place 4
 - Jeff Seiler, Council Member Place 5
 - Troy Hill, Council Member Place 6
 - Kent Cagle, City Manager
 - Tom Yantis, Assistant City Manager
 - Joy Simonton, Purchasing Agent
 - Paige Saenz, City Attorney
 - Greg Minton, Chief of Police
 - 13.3.2. A completed CIQ Form, herein Attachment B, is required with each response.
 - 13.3.3. A completed Form 1295, herein Attachment C, is required upon award.
14. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 14.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 14.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - 14.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - 14.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
15. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to

purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|---|--------------------------|
| 1.1. Solicitation released | November 3, 2016 |
| 1.2. Pre-Solicitation Meeting - Mandatory | November 30, 2016 |
| 1.3. Deadline for questions | December 1, 2016 |
| 1.4. City responses to all questions or addendums | December 6, 2016 |
| 1.5. Responses for solicitation due at or before 3:00 PM | December 15, 2016 |

Responses will be publicly opened and the offerors names read aloud

- 1.6. Completion of evaluation and ranking of each proposal shall be no later than 45 days after opening

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A **MANDATORY** pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

November 30, 2016 at 2:00 PM CT
Leander Police Department
705 Leander Drive
Leander, Texas 78641

- 2.1. The City considers this pre-solicitation meeting **mandatory**. Any respondent not in attendance will not be permitted to submit a proposal. Attendance will be taken at the meeting.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.

3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

FedEx, UPS or Hand Deliver to:

City of Leander

**Purchasing Department
200 W. Willis
Leander, Texas 78641**

Mail to:

**City of Leander
Purchasing Department
PO Box 319
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
 - 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 4.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 4.5. Responses cannot be altered or amended after opening.
 - 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
- 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
 - 5.6. The City also reserves the right to reject any or all submittals, conduct interviews with a selected group of Respondents or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a

response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE**: The City seeks to build a controlled entry sally port onto the existing Leander Police Station. The parking lot is also scheduled for reconfiguration. The building will be occupied and fully operational during the installation. An efficient building process and schedule will be critical as will the security of the project area.
2. **COMPLETION DATE GOAL**: City seeks to award the contract in November of 2016 with project completion in March of 2016. City estimates a 4 month construction timeline.
3. **METHOD AND APPROACH**: City seeks a successful respondent with experience in renovating public safety buildings that are occupied and operational during construction. Disruption shall be minimal and security shall be a priority.
4. **CLOSEOUT CHECK LIST**: City seeks thorough closeout process and check list to assure all aspects of the final project meet with the express satisfaction of the City.
5. **DESIGNATED PROJECT MANAGER AND SUPERINTENDENT**: A proposed, designated Project Manager and Superintendent shall have completed no less than three (3) similar projects within the past eight (8) years for other municipalities.
 - 5.1. Project Manager and all project team members may not be substituted or changed throughout the term of the agreement without the written approval of the City for the requested change.
6. **PREVAILING WAGE RATE DETERMINATION**: Successful respondent shall comply with all Federal, State and local labor laws. The prevailing wage rates shall be set by the Texas Workforce Commission Wage Rate Survey, as approved by City Council, and can be found on Attachment C herein.
7. **CAPITALIZATION**: Respondent shall be adequately capitalized to conduct the Project in an efficient manner. Respondent shall provide evidence of viable financial strength.
8. **WARRANTY**: Detailed builder warranty shall accompany response.
9. **PERFORMANCE AND PAYMENTS BONDS**: Successful respondent shall deliver to City both a Payment Bond and a Performance Bond no later than the 10th day after the agreement has been executed. Penal sums for both bonds shall each be equal to the agreed upon Project price.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed thirty (30) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those

pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) flash drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a flash drive may result in disqualification for award.**

If supplemental materials are included with the Response, each flash drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

TAB #1

1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Respondent Qualifications and Experience – Respondent shall provide detailed information on firm to include but not be limited to:

1.4.1. Business history and number of years in business;

1.4.2. Location;

1.4.3. Number of employees;

1.4.4. Experience and services provided in the respective field.

TAB #4

1.5. Designated Project Manager and Superintendent's Resume – Respondent shall provide resume of proposed Project Manager and Superintendent. Experience shall showcase a minimum of three (3) similar projects completed for other municipalities.

TAB #5

1.6. Work Samples and References – Respondent shall provide example projects of similar scope and size completed within the last eight (8) years. Projects shall be examples of occupied public safety buildings that were operational during the projects construction.

1.6.1. Examples can include photos or schematics and a complete description of the project.

1.6.2. Provide the name, address, telephone number and e-mail address of a primary contact.

1.6.3. Include a brief overview of the work performed with associated fees charged.

1.6.4. City of Leander references are not applicable.

1.6.5. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

- TAB #6 1.7. Security Measures: Respondent shall outline security measures to be taken to successfully delivery project.
- TAB #7 1.8. Construction Timeline – Respondent shall provide detailed proposed timeline for completion of project.
- TAB #8 1.9. Project Closeout Checklist and Warranty Information: Respondent shall provide detailed project closeout checklist and information on project warranty. Warranty shall specify repair and replacement time periods for material and labor on all elements of the installation.
- TAB #9 1.10. Industry Awards – Respondent shall provide information on any industry awards or recognition.
- TAB #10 1.11. Litigation – Respondent shall provide information on past or pending litigation
- TAB #11 1.12. Cost Proposal: Respondent shall provide cost proposal for both the sally port structure and the parking lot reconfiguration as described herein. Cost proposals shall separate costs for each project as outlined on the cost proposal form. Attachment D is herein provided.
- TAB #12 1.13. Financial – Respondent shall, in separate sealed envelope marked “Confidential” provide a current financial statement, that illustrates respondent’s adequate capitalization and viable financial strength. Statement shall include but not be limited to:
- 1.13.1. Assets, liabilities, capital accounts and retained earnings.
- TAB #13 1.14. Payment and Performance Bonds – Respondent shall provide name, address and phone number of bonding company. Respondent shall provide a bondability letter from the named Surety or Agent stating that the firm can provide bonds for this project based on the scope of work specified herein.
- TAB #14 1.15. CIQ Form: Attachment A, the Conflict of Interest Questionnaire must be completed and returned with the response.
- TAB #15 1.16. Form 1295: Attachment B shall be required to be files with the Texas Ethics Commission no later than 72 hours after notification of Intent to Award.

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.

ATTACHMENT A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

4

Signature of vendor doing business with the governmental entity

Date

Attachment B

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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 goods or services 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 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

ATTACHMENT C

Texas Workforce Commission Wage Rate Survey Information

Step 1: Go to www.tracer2.com

The screenshot shows a web browser window with the address bar displaying "www.tracer2.com" and a search bar containing "texas wages". The website header features a banner with the text "TRACER TEXAS LABOR MARKET INFORMATION" and navigation tabs: "LMCI TRACER", "The Future", "Career Resources", "Texas Labor Market", and "Data Link".

Texas Workforce Commission

- LMCI Searchpage
- Wage Information
- Data Link
- The Future
- Career & Economic Dev Resource
- LMCI Publications
- Resources

LMCI Labor Market and Career Information

The Labor Market & Career Information Department (LMCI) of the Texas Workforce Commission provides statistics and analyses on the dynamics of the Texas labor market and informational products designed to support informed educational and career decisions. In addition, LMCI provides a wide array of career and occupational information through software programs and printed publications. Visit the LMCI website at <http://www.lmci.state.tx.us> for additional products and services. For more information or questions about our data, please contact labor market analysts by phone at 1-866-938-4444, or by email at lmci@twc.state.tx.us.

LMCI Data Release Dates

[2015 Release Dates](#)

Upcoming Release Dates

- December data - Jan 23, 2015
- January data - Mar 6, 2015
- February data - Mar 27, 2015

LMCI Monthly Publications

Texas Labor Market Review (TLMR)

The monthly newsletter of the Labor Market & Career Information Department of the Texas Workforce Commission. The TLMR newsletter provides up-to-date labor market statistics for Texas and its local areas.

LOOKING FOR A JOB?

Texas Ends 2014 with Another Month of Job Growth

Unemployment rate falls to 4.6 percent in December, lowest since May 2008

Step 2 – Click “Data Link”

Texas LMCI TRACER, LMCI TRA... x +

www.tracer2.com

Q texas wages

TRACER

TEXAS LABOR MARKET INFORMATION

LMCI TRACER The Future Career Resources Texas Labor Market Data Link

Texas Workforce Commission

LMCI Searchpage

Wage Information

Data Link

The Future

Career & Economic Dev Resource

LMCI Publications

Resources

LMCI
Labor Market and Career Information

The Labor Market & Career Information Department (LMCI) of the Texas Workforce Commission provides statistics and analyses on the dynamics of the Texas labor market and informational products designed to support informed educational and career decisions. In addition, LMCI provides a wide array of career and occupational information through software programs and printed publications. Visit the LMCI website at <http://www.lmci.state.tx.us> for additional products and services. For more information or questions about our data, please contact labor market analysts by phone at 1-866-938-4444, or by email at lmci@twc.state.tx.us.

LMCI Data Release Dates

[2015 Release Dates](#)

Upcoming Release Dates

December data - Jan 23, 2015
January data - Mar 6, 2015
February data - Mar 27, 2015

LMCI Monthly Publications

Texas Labor Market Review (TLMR)

TEXAS The monthly newsletter of the Labor Market & Career Information Department of the Texas Workforce Commission.

The TLMR newsletter provides up-to-date labor market statistics for Texas and its local areas.

LOOKING FOR A JOB?

JOBS JOBS

Texas Ends 2014 with Another Month of Job Growth

Unemployment rate falls to 4.6 percent in December. Lowest since May 2008.

Step 3: Click "Wages by Profession"

LABOR MARKET & CAREER

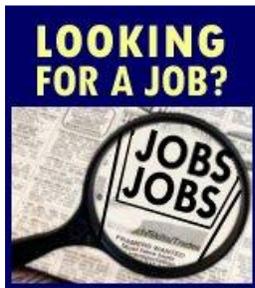
INFORMATION

"Data Link"

Welcome to the LMCI Data Link. The links below offer the ability to create custom reports for all LMCI data and other important information like Population, Consumer Price Index (CPI), and Income. These specific reports can then be downloaded to a comma delimited text file for use on your computer.

Click here to be transferred to the [LMCI Searchpage](#). Searchpage items are assorted by program category and are available for download in Excel or PDF.

If you experience any problems with the data or have any questions or comments, please call 1-866-938-4444 or e-mail us at lmci@twc.state.tx.us.



Data Types

Council of Government Manufacturing Wages for HB3390

[Unemployment Rates & Labor Force Statistics](#)

[Current Employment Statistics \(CES\)](#)

[Wages by Profession](#)

[Quarterly Census of Employment & Wages \(QCEW\)](#)

[Future Job Growth by Industry \(Projections\)](#)

[Future Job Growth by Occupation \(Projections\)](#)

[Staffing Patterns](#)

[Consumer Price Index \(CPI\)](#)

[Population](#)

[Income](#)

[Building Permits](#)

[Revenue Sales](#)



Step 4: Select Area: "MSA 2000 defined" then "Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area" then click "Continue"

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources

Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)
Wages by Profession
Projections - Occupation
Projections - Industry
Consumer Price Index
Income
Staffing Patterns

Wages by Profession

Selection Page 1 of 5

Select area types and areas for which you would like to view the data

1 Select Area types

2 Select Areas

Select consecutive 100/Clear All

2003 Defined Counties not in MSA's
Abilene, TX Metropolitan Statistical Area
Amarillo, TX Metropolitan Statistical Area
Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area
Beaumont-Port Arthur, TX Metropolitan Statistical Area
Brownsville-Harlingen, TX Metropolitan Statistical Area
College Station-Bryan, TX Metropolitan Statistical Area
Corpus Christi, TX Metropolitan Statistical Area
Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area
El Paso, TX Metropolitan Statistical Area
Houston-Sugar Land-Baytown, TX Metropolitan Statistical Area
Killeen-Temple-Fort Hood, TX Metropolitan Statistical Area
Laredo, TX Metropolitan Statistical Area
Longview, TX Metropolitan Statistical Area
Lubbock, TX Metropolitan Statistical Area
McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
Midland, TX Metropolitan Statistical Area
Odessa, TX Metropolitan Statistical Area
San Angelo, TX Metropolitan Statistical Area
San Antonio-New Braunfels, TX Metropolitan Statistical Area

Click [here](#) for Detailed Occupational Wages(Hourly/Annual) for each MSA,WDA,Texas and National

Continue

Step 5: Click "Continue".

Texas Workforce Commission

LMCI Searchpage
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Wage Information
The Future
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Resources

Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment and Wages (QCEW)

Wages by Profession

Selection Page 2 of 5

Select years and time periods for which you would like to view the data

3 Select Years

Select/Clear All

2013

4 Select Time Periods

Select/Clear All

Annual

Restart Back Continue

Step 6: Scroll down and click “470000 Construction and Extraction Occupations” then click box for “Select consecutive 100/clear all” then click “Continue”

Texas Workforce Commission

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Select Data Type
All Data Types
Unemployment (LAUS)
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Quarterly Employment and Wages (QCEW)
Wages by Profession
Projections - Occupation
Projections - Industry
Consumer Price Index
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Wages by Profession

Selection Page 3 of 5

Select the Occupation Code and Occupations

5 Select an Occupation Code type 6 Select Occupations

SOC ▼

Enter an Occupation Find It Select consecutive 100/Clear All

- 450000 Farming, Fishing, and Forestry Occupations
- 451011 First-Line Supervisors of Farming, Fishing, and Forestry Workers
- 452092 Farmworkers & Laborers, Crop, Nursery & Greenhouse
- 452093 Farmworkers, Farm and Ranch Animals
- 470000 Construction and Extraction Occupations**
- 471011 First-Line Supervisors of Construction Trades and Extraction Workers
- 472021 Brickmasons and Blockmasons
- 472031 Carpenters
- 472041 Carpet Installers
- 472044 Tile and Marble Setters
- 472051 Cement Masons and Concrete Finishers
- 472061 Construction Laborers
- 472071 Paving, Surfacing, & Tamping Equipment Operators
- 472073 Operating Engineers and Other Construction Equipment
- 472081 Drywall and Ceiling Tile Installers
- 472111 Electricians
- 472121 Glaziers
- 472131 Insulation Workers, Floor, Ceiling, and Wall
- 472132 Insulation Workers, Mechanical
- 472141 Painters, Construction and Maintenance
- 472151 Pipelayers
- 472152 Plumbers, Pipefitters, and Steamfitters
- 472171 Reinforcing Iron and Rebar Workers
- 472181 Roofers
- 472211 Sheet Metal Workers

Restart Back Continue

Step 7: Select “Continue”

Texas Workforce Commission

LMCI Searchpage
Data Link
Wage Information
The Future
Career & Economic Dev Resource
LMCI Publications
Resources
Select Data Type
All Data Types
Unemployment (LAUS)
Employment Estimates (CES)
Quarterly Employment

Wages by Profession

Selection Page 4 of 5

Select Industries

7 Select an Industry Code type 8 Select Industries

NAICS ▼

Enter an Industry Find It Select consecutive 100/Clear All

- 10 Total, All Industries**
- 1011 Natural Resources and Mining
- 1012 Construction
- 1013 Manufacturing
- 1021 Trade, Transportation and Utilities
- 1023 Financial Activities
- 1024 Professional and Business Services
- 1025 Education and Health Services
- 1026 Leisure and Hospitality
- 1027 Other Services

Restart Back Continue

Step 8: Select “Hourly Wage” and “Entry Wages” then click “View Data”

Texas Workforce Commission

LMCI Searchpage

Data Link

Wage Information

The Future

Career & Economic Dev Resource

LMCI Publications

Resources

Select Data Type

All Data Types

Unemployment (LAUS)

Employment Estimates (CES)

Quarterly Employment and Wages (QCEW)

Wages by Profession

Projections - Occupation

Projections - Industry

Consumer Price Index

Income

Staffing Patterns

Wages by Profession

Selection Page 5 of 5

Select other data preferences

9 Select Wage Source

BLS Occupational Employment Statistics Survey

10 Select Wage Rate Type

Annual wage or salary

Hourly wage

Select Data Series

11 Select Data Series

No. of Employed

Entry Wages

Experience Wages

Mean Wages

Median Wages

View By

Areas

Time Frames

Restart

Back

View Data

Step 9: Click “Accept Terms”

www.tracer2.com/WagePopupInclude.htm

A semi-annual sample survey of Texas employment and average hourly wage rates by occupation are collected for the State and metropolitan areas through a sample survey for unique industry groups. The Occupational Employment Statistics program is conducted through a cooperative agreement with the U.S. Bureau of Labor Statistics. The Labor Market and Career Information Department develops statistical estimates of average hourly wage rates for selected areas. Additional information is available at the Bureau of Labor Statistics website: <http://www.bls.gov/oes/home.htm>. You may direct your questions to a TWC labor market information professional by calling 1-866-938-4444.

Accept Terms

The data list will appear and the wage information for the desired job occupations can be obtained from the list produced. It can be downloaded into excel if needed.

ATTACHMENT D – COST PROPOSAL FORM

PROJECT NAME: City of Leander Police Station Sally Port & Renovations

PROJECT LOCATION: 705 Leander Drive, Leander, Texas 78646

PROJECT OWNER: City of Leander, Texas

DATE: **October 13, 2016 by 3:00 pm**

PROPOSER: Firm Name: _____

Principal Office Address: _____

Telephone Number: _____

Facsimile Number: _____

Primary Contact Name: _____

Primary Contact Title: _____

ADDENDA ACKNOWLEDGMENT:

The undersigned Proposer acknowledges receipt of the following addenda:

Addendum No. 1 dated _____ Date Received _____

Addendum No. 2 dated _____ Date Received _____

Addendum No. 3 dated _____ Date Received _____

NO MODIFICATIONS, ADDITIONS, DELETIONS OR ATTACHMENTS SHALL BE MADE TO THIS PROPOSAL FORM. IN SUBMITTING THIS PROPOSAL, THE PROPOSER REPRESENTS THAT ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES ASSOCIATED WITH THE WORK, AS WELL AS THE TERMS AND CONDITIONS OF THE PROPOSED CONTRACT, SHALL BE IN STRICT CONFORMANCE WITH THE CONTRACT DOCUMENTS ON WHICH THIS PROPOSAL IS BASED.

CONTRACTOR PROPOSES:

In response to the Request for Competitive Sealed Proposals for Construction Services for the execution of the work described by the contract documents for the above-described project, and having *examined the site* where the work is to be performed, and being familiar with local conditions as they might in any way affect the cost and/or time for execution of the work, and having carefully examined all of the contract documents and addenda thereto, the undersigned Proposer agrees to perform all of the work, to provide all services, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, including transportation and other facilities as may be required for the complete and satisfactory and timely execution of the work for which this proposal is submitted, as provided by the attached supplemental specifications and as shown on the plans for the construction of the project, all for the lump-sum consideration stated as follows

TOTAL PROPOSED SUMS to include allowances as stipulated in Section 01 02 00 Cash Allowances

TOTAL PROPOSED BASE BID (PHASE 1) CONTRACT SUM:

_____ Dollars (\$ _____)

PROPOSED ALTERNATE COSTS:

Alternate No. 1 (Phase 2): Contractor to include as an alternate price to the Total Proposed Base Bid (Phase 1) Contract Sum the cost to ADD the following:

TOTAL ALTERNATE No. 1 (PHASE 2) SUM:

_____ Dollars (\$ _____)

The undersigned Proposer agrees to commence work within **ten (10)** days after the date of written “Notice to Proceed.” The undersigned Proposer further agrees to complete the work in full within **eighty-five (85)** calendar days after the date of the written “Notice to Proceed,” subject to any extensions of time allowed by the contract documents, and in phases as indicated on the drawings. The undersigned Proposer and the Owner agree that for each and every calendar day on which the work, or any portion thereof, remains incomplete after the stated calendar-day period, the Proposer shall pay the amount of One Thousand Dollars (\$1,000.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owner. Such amount shall be deducted by the Owner from any payment due to the Proposer.

The undersigned Proposer agrees that this proposal shall be good for and may not be withdrawn for a period of ninety (90) calendar days after closing deadline for receiving proposals.

The undersigned Proposer agrees, if notified of the acceptance of this proposal within ninety (90) days of the time set for opening of proposals, to execute and deliver to the Owner within five (5) days from the date of such notification the required construction contract, a performance bond and a payment bond for the total amount of the construction agreement, and a certificate of insurance, all as stipulated in the contract documents.

The undersigned Proposer agrees to attach to this proposal a certified check, cashier’s check or proposal bond in the amount of five percent (5%) of the total proposed contract sum. Also accompanying this proposal is all information required in the “Instruction to Proposers.”

It is understood and agreed by and between the parties that the proposal security accompanying this proposal will be returned to the Proposer, except in the following instance: in the event of acceptance of this proposal, if the Proposer fails to execute the required construction agreement and deliver the required performance and payment bonds within five (5) days after acceptance, then the proposal security shall become the property of the Owner and shall be considered as liquidated damages for the delay and other inconveniences suffered by the Owner because of such failure of the Proposer.

The undersigned Proposer acknowledges that the Owner reserves the right to reject any and/or all proposals covered in this Request for Competitive Sealed Proposals and that the Owner has the right to waive any informalities and/or defects in proposals or to accept such proposals as it shall deem to be in the best interests of the Owner.

In submitting this proposal, the Proposer represents that no person or company other than the Proposer listed below or otherwise indicated hereinafter has any interest whatsoever in this proposal or the construction agreement that may be entered into as a result hereof.

The undersigned Proposer certifies that the proposed contract sum and all prices contained in this proposal have been carefully checked and are submitted as correct and final. The undersigned Proposer further certifies that the unit prices have been shown in words and figures for each item listed in this proposal; and it is understood and agreed that, in the event of a discrepancy, the words shall govern.

The undersigned Proposer affirms that she/he/they are duly authorized to execute this proposal, and that this company, corporation, firm, partnership, and/or individual has not prepared this proposal in collusion with any

other Proposer. The undersigned Proposer affirms that the content of this proposal as to prices, terms, and conditions has not been communicated by the undersigned nor by any agents or employees of the undersigned to any other person engaged in this type of business, prior to the official public opening of this proposal.

This Proposal Form shall be signed by the Proposer as follows:

Sole Proprietorship: Signature of sole proprietor in the presence of a notary public who will also sign and affix seal, printed name, and printed title (if any). Insert the printed words "Sole Proprietor" under the signature.

Partnership or Joint Venture: Signature of all partners or joint ventures' in the presence of a notary public who will also sign and affix seal, printed name, and printed title (if any). Insert the printed words "Partner" or "Joint Venture" under each signature.

Corporation: Signature of duly authorized signing officers, printed names, and printed titles. Under each such signature, insert the capacity in which the signing officer acts. Affix the corporate seal.

Signature of Proposer

Printed Name of Proposer

Title

Name of Firm

Address of Firm

Telephone Number of Firm

Facsimile Number of Firm

[Corporate Seal, if a corporation]

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF _____

§
§
§

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of the month of _____, **2016**, in the capacity and for the purposes indicated.

Notary Public, State of Texas

My Commission Expires: _____

END OF SECTION