



REQUEST FOR BID

RFB # 2024-446

Case ID-31036

222 20th Ave. N., Texas City, TX 77590

Construction of a three (3) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.



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INTRODUCTION

The City of Texas City is soliciting bids from qualified contractors for the construction of a residential structure located at TEXAS CITY, TX 77590.

The budget per project shall not exceed \$292,180.00. Bidders shall rely exclusively upon their own estimates, investigations, tests, and other data.

Sealed bid packages and online bid submission in Neighborly Software for **Bid # 2024-446** will be accepted until **2:00 P.M. February 13, 2024**, and publicly opened and read aloud immediately following the opening in the Mayor's Conference Room at City Hall. Any bid received on or after 2:00 P.M. CST will be returned unopened. Sealed bids must be delivered to:

**City of Texas City
Attn: Kelly Bender, Purchasing Coordinator
1801 9th Ave N Texas City TX 77590
409-643-5950**

And marked RFB # 2024-446 Construction of a three (3) bedroom, two (2) bathroom single-family home.

A non-mandatory pre-bid conference is scheduled at 10:00 A.M. CST Friday, January 26, 2024, at the City Hall Annex located at 928 5th Ave N, Texas City, TX 77590. A non-mandatory site inspection will be provided immediately following the pre-bid conference.

The City believes that the data contained in these specifications and in Neighborly is sufficient for the preparation of bids. Requests for additional information will be considered depending on the bid time frame and the availability of the requested information. Such information will be submitted to all known bidders simultaneously.



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To ensure a fair and public bid process, all questions related to this Request for Bid can be emailed to: communitydevelopment@texascitytx.gov.

Bidders are required to submit one (1) original bid and one (1) copy, as well as an online bid in the Community Development Department's online portal (<https://portal.neighborlysoftware.com/texascitytx/contractor>). Bids must be completed and submitted on the forms found within the specifications. Incomplete bid forms will invalidate the bid and the bid will be rejected and returned to the bidder. ***The right to accept any bid, or to reject any or all bids and to waive all formalities is hereby reserved by the City of Texas City, Texas.***

FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS & REGULATIONS Bidders will be required to comply with all federal, state, county, municipal and/or other laws, ordinances, rules, and regulations applicable to the performance of any contracted work procured by the City, and shall secure and pay for all governmental licenses, deposits, permits, or fees required.



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SCHEDULE OF EVENTS

- January 23, 2024 - Release bid request to vendors.
- Publication Dates: January 23rd and 30th
- January 26, 2024, at 10:00 a.m. - non-mandatory pre-bid meeting to be held at City Hall Annex, 928 5th Ave N, Texas City, TX 77590.

A non-mandatory site inspection will be provided immediately following the pre-bid conference, all potential bidders are encouraged to attend.

- February 9, 2024 - @ 10:00 a.m. C.S.T. - Deadline for written requests for clarifications.
- February 13, 2024 - @ 2:00 p.m. C.S.T - Public bid opening. Any bid received on or after 2:00 PM CST will be returned unopened.
- February 21, 2024- Anticipated date of award.



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TERMS AND CONDITIONS

DEFINITIONS

To simplify the language throughout this request for bids, the following definitions shall apply:

CITY OF TEXAS CITY - A Home Rule Municipal Corporation of the State of Texas.

CITY COMMISSIONER - The elected officials of the City of Texas City, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT - An agreement between the City, Homeowner, and a Vendor to furnish products over a designated period during which repeated purchases are made of the commodities specified.

VENDOR/COMPANY - The successful Bidder(s) of this bid request.

RFB - Request for Bids.

INSTRUCTIONS - The following instructions apply to all bids and become a part of the terms and conditions of any bid submitted to the City of Texas City Purchasing Department, unless otherwise specified elsewhere in this bid request.

NOTIFICATION -The City of Texas City uses multiple channels for the notification and dissemination of all invitations to bid. Approved methods of dissemination include the City of Texas City website or the City of Texas City Purchasing office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or agenda which could render your bid non-compliant. The City of Texas City accepts no responsibility for the receipt or notifications of solicitations through any other source.

FORM - Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original bid and (1) copy, as well as an online bid. All bids submitted must be itemized with prices



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extended when practical. **BIDDER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH A BID OR PROPOSAL. FAXED BIDS ARE UNACCEPTABLE.**

FELONY CONVICTION NOTIFICATION - All bidders must submit with their bid the Felony Conviction Notification form if contained within this bid package. Failure to acknowledge and submit the completed Felony Conviction Notification form is sufficient cause for the bid to be rejected.

BID RETURN - Bid must be sealed, and to ensure proper recognition upon its arrival, list your Company Name, Bid Name and Number on the outside of your envelope.

LATE BIDS - Bids must be received by the Purchasing Department and online prior to 2:00 p.m. CST on the date indicated on this form. Late bids will not be opened and will be returned to the bidder.

ACCEPTANCE -The City of Texas City ("City") reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous to obtain the best value for the City. Causes for rejection of a bid may include, but shall not be limited to, the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligations under a contract with the City. Bidders may be disqualified and rejection of proposals may be recommended for any (but not limited to) the following causes: **1)** Failure to use the proposal form furnished by the City; **2)** Lack of signature by an authorized representative on the proposal form; **3)** Failure to properly complete the proposal; **4)** Evidence of collusion among proposers; **5)** Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or **6)** Unauthorized alteration of bid form. The City reserves the right to waive any minor informality or irregularity. All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the



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bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidder's past performance under contracts with the City and the bidder's compliance with City ordinances. The City is committed to obtaining its goods, products, and services at the lowest price possible, which benefits all the citizens of City. Therefore, to accomplish this objective/goal, it is not the intention of the city either to exclude vendors or manufacturer's names, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and services of any manufacturer or vendor equal to the products and services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and service is like, equal to and in compliance with that specified. The decision of the City shall be final.

"IN LITERAL COMPLIANCE"- in reference to standards and specifications shall mean the meeting or exceedance of all or nearly all the said standards and specifications. If the City determines that standards and specifications are in literal compliance where not all standards and specifications have been met or exceeded, the city must base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

COLLUSION - Advanced disclosures of any information to any bidder which gives that bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all proposals of that bid solicitation or request.



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IRREGULAR BID PROPOSALS - Bids will be considered irregular and may be rejected by the City if they show any omissions, alterations, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award providing the best value to the City.

AWARD OF CONTRACT - The bid award may be based on, but not necessarily limited to, the following factors:

- a) Conformity to specifications.
- b) The purchase price, including payment discount terms.
- c) The reputation of the bidder and the bidder's goods or services.
- d) The quality of the bidder's goods or services.
- e) The extent to which the goods or services meet the City's needs.
- f) The bidder's past relationship with the city.
- g) Delivery terms.
- h) Payment terms.
- i) Availability of repair and maintenance parts.
- j) Financial condition.
- k) The total long-term cost to the city to acquire the bidder's goods or services.
- l) Any relevant criteria are specifically listed in this bid request.

The City reserves the right to award a primary contract and a secondary contract to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

FINANCIAL CONDITION - Contractor must provide audited financial statements, **if requested**, to the City.



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TERM OF CONTRACT - This contract shall become effective from the date of acceptance and approval by the City. It shall remain in full force and effect with firm fixed bid prices until the project is completed.

ASSIGNMENT OF CONTRACT - This contract cannot be transferred or assigned to another party without the written consent of the City's Purchasing Agent and may be subject to cancellation if such consent is requested. The City's Purchasing Agent may withhold consent for any reason.

CONTRACT TERMINATION - The City may terminate this Contract at any time upon ten (10)-calendar days written notice. Upon the Vendor 's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Vendor fails to fulfill its obligations under this Contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by:

Giving the Vendor **five (5) calendar days** written notice. The Vendor will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the bidder's list for receiving future bids.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

REIMBURSEMENTS - There is no expressed or implied obligation for The City to reimburse responding vendor for any expenses incurred in preparing bids in response to this Request for Bids and City will not reimburse responding vendor for these expenses, nor will the City pay any



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subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

MINORITY OWNED BUSINESS - Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award.

CITY ORDINANCES - The City also reserves the right to reject the bid of any bidder who is currently in violation of any City ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

ERROR QUANTITY - Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

QUANTITIES - Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

VARIATIONS - Any variation from these specifications must be indicated on the bid sheet (s). Suppose the vendor has any exceptions to the standard terms and conditions, including insurance coverage. In that case, they must identify any provision they must prepare to satisfy in their bid submission.

FIRM PRICE - Bidders must hold bid prices firm for **90 days** after the bid opening date to allow the City sufficient time to award a contract. Once a contract is granted, the successful bidder must hold firm prices for **90 days**.

AUTHORIZED SIGNATURE - Bids must show the bidder's full vendor name and mailing address and be manually signed by an authorized sales or quotation representative. The vendor's name and authorized signature should appear on each bid page where spaces are



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provided. Submission of a signed bid will be interpreted to mean that the bidder has now agreed to all terms and conditions outlined in all the sheets that make up this invitation.

WITHDRAWAL-ALTERATION OF BIDS - Bids cannot be altered after receiving time or opening time. Each offer must be withdrawn after opening time with an acceptable reason in writing and with the approval of the purchasing agent.

LUMP SUM BIDS - Lump sum bids will be considered only if unit prices are quoted. However, the total number of quoted unit prices and the lump sum bids will not be considered if the quoted price also involves the prices of commodities requested on an entirely separate bid request.

ALL-OR-NONE BIDS - All or none of the bids will be considered only if the bidder quoted prices on all items requested. If a bidder desires the city to consider an all-or-none proposal, it must be stated on the bid sheet (s). All-or-none bids will not be considered if the prices quoted involve prices of items and services requested on an entirely separate bid request.

PAYMENT OF INVOICES - The successful bidder must submit draws in Neighborly. Invoices must be uploaded to the draw. All invoices must be paid in full within **thirty (30) days** after satisfactory delivery and billing, whichever is later. All invoices shall be submitted under the bid unit prices. Invoices shall not contain work that was not satisfactorily completed. Repeated failure on the Contractor's part to submit inaccurate invoices shall be sufficient to cause cancellation of the contract. The City will not be liable for payment of invoices received more than sixty (60) days after order delivery or completion of services.

CASH DISCOUNTS - Bidders may quote additional cash discounted items in the Cash Discount Column. If no discount is shown, prices are to be assumed net. The discount period is to be started from the date of completion of the entire order or receipt of the invoice, whichever occurs last, regardless of the invoice date.



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TAXES - This project is being done on an owner's private property. The Contractor must pay applicable taxes if it's not a public works project.

DELIVERY - Bids must show the consecutive calendar days required to deliver the materials, services, or equipment under normal conditions. Please specify the delivery time to be considered reasonable enough to prevent the bid from being disregarded. The quoted delivery time will be considered in awarding orders. Delivery must be made within ten (10) days after several days specified on the bid. Otherwise, the entire order may be canceled, and the bidder's name removed from the mailing list.

No deliveries are to be made to the Purchasing Department unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during regular working hours on standard working days. Unless stated otherwise, items received must be new and in first-class condition. Types of materials generally packaged for protection and convenience in storage shall be in the proper containers.

LIABILITY - The successful Bidder shall be liable for all damage incurred while performing services under this request.

MATERIAL SAFETY DATA SHEETS - MSDSs must be provided before or with receipt of order and when revised. Containers must be appropriately labeled and identified per the OSHA Hazard Communication Standard. Improperly labeled containers will result in the refusal of the shipment and possible change in vendors.

PATENTS, FRANCHISES, ETC. - The successful Bidder agrees to protect the City from any claim involving patent rights infringements, copyrights, or sales franchises.



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NO BIDS - If a bidder cannot quote, the bid form should be returned to the purchasing agent before opening time, and the reason for not bidding was given if the Bidder desires to bid on future purchases.

ADDENDA - In the event of a needed change in the published bid documents, it is understood that all the preceding terms and conditions and all performance requirements will apply to any published addendum.

All public shed addenda shall be signed and included with your response package as acknowledged in the complement. Bidders are responsible for obtaining all published additions from the City's Purchasing office. The City assumes no responsibility for the Bidder's failure to obtain or adequately submit any addendum. Please acknowledge and submit any addendum to avoid the bid being rejected. The City's decision to accept or reject any bid due to a failure to recognize and submit addenda shall be final.

PRE-BID CONFERENCE - Pre-bid conferences are public meetings, and all qualified contractors, subcontractors, and material suppliers are strongly encouraged to attend. The conference intends to inform bidders of the bidding requirements and the scope of services and to solicit questions and inquiries from potential bidders and suppliers. Attendance at the pre-bid conference is not mandatory. All information provided by the city during the pre-bid conference will not be construed as a revision or change of the bid documents. All corrections, modifications, and clarifications to the bid documents shall be formally executed as a written addendum published by the City.

FISCAL FUNDING - The City, operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. The renewal of the contract will be under Chapter 252 under the Local Government Code concerning non-appropriation of funds for multi-year agreements. The City reserves the



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right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

COURT JURISDICTION - The City and the successful Vendor will agree that the laws of the State of Texas shall govern the contract awarded from this Request for Bid. The parties agree that performance and all matters related to that shall be in a state court of competent jurisdiction in Galveston County, Texas, and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court, not in Texas.

PROVISIONS FOR BIDDING TO THE CITY OF TEXAS CITY

Upon acceptance and approval this bid affects a working contract for the period designated or until the completion of the specified job between the City and the successful bidder.

The Contractor shall act as an independent contractor and shall in no sense act as an employee, representative, agent, or servant of the City.

The Contractor shall furnish and pay for all labor, tools, machinery, materials, insurance, bonds, permits, and any other incidentals necessary to perform a turnkey job in compliance with the specified requirements.

All prices quoted shall include delivery expenses of supplies, materials, equipment, and tools to the job site, including unloading. The Contractor shall be fully responsible for receiving, unloading, and storing all deliveries intended for the job. The City will not be liable for any loss or damage to supplies, materials, tools, and equipment left on the job unguarded by the Contractor before, during, or after the job is performed.



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All work to be performed under the supervision of the Rehabilitation Specialist/Inspector or his/her delegated representative or assistant. Any questions on the work should be in writing and directed to the buyer listed on page three by the date and time specified.

All work is to be performed professionally by skilled personnel and proper equipment; the work shall be planned to avoid interfering with or creating hazardous conditions for the regular operation of the department or division of the City.

The Contractor shall always take all reasonable precautions for the safety of employees on the work site and of the public and shall comply with all applicable provisions of Federal, state, and municipal safety laws. All equipment and machinery used in the performance of this contract shall always be in good working order.

Upon completion of the work and before acceptance and final payment, the Contractor shall leave the work site in a neat and orderly condition equal to what originally existed. No compensation will be made for this work, including its cost, in the bid.

Bidders are required, before submitting any proposal, to read the specifications carefully, to visit the site of the work, to examine carefully local conditions, to inform themselves by their independent research, test, and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion and obtain all information necessary to make an intelligent proposal. No information given by the City or any official thereof, other than that contained in the specifications, shall be binding upon the City. Bidders shall rely exclusively upon their estimates, investigations, tests, and other data necessary for complete information upon which the proposal may be based. It is mutually agreed that submitting a bid is evidence that the bidder has made the examination, investigations, and tests required herein.



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The Contractor shall defend and save the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description, including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act or omission, neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the City may be retained for the use of the City, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the City. The Contractor shall defend, indemnify, and save the City, its officers, agents, and employees under this indemnification clause regardless of whether the injury or damage is partly caused by the City, its officers, agents, or employees.

During the performance of this agreement, the Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, to be provided by the agency setting forth the provisions of this nondiscrimination clause. In all solicitation or advertisements for the employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



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The Contractor shall comply with all federal, state, county, municipal, and other laws, ordinances, and regulations applicable to performing any work under this agreement and shall secure and pay for all governmental licenses, deposits, permits, or fees required.

No plea of misunderstanding or ignorance thereof will be considered. The Contractor and his sureties shall indemnify and save harmless the City and all its officers, agents, and employees against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order whether by himself or his employees, or sub-contractors.

NEIGHBORLY SOFTWARE REGISTRATION

The Contractor must be registered and active in the Community Development Department Contractor Portal (<https://portal.neighborlysoftware.com/texascitytx/contractor>).

SAM.GOV REGISTRATION

The Contractor must be registered with SAM.gov. Proof of registration must be included in bid packet.

THE TEXAS PROMPT PAYMENT ACT

The Contractor **shall** comply with H.B. 275, The Texas Prompt Payment Act, effective July 1, 1986, which, in part, requires the Contractor to pay their subcontractors within **ten (10) calendar days** after they receive payment from the City of Texas City.

The Contractor must comply with all provisions of the President's Executive Order No. 11 246 as of September 24, 1965.



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DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter specific contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity offers the signed contract to the governmental entity or state agency. The law applies only to an arrangement of a governmental entity or state agency that either (I) requires an action or vote by the governing body of the entity or agency before the contract may be signed or has a value of at least \$1 million. The disclosure requirement applies to a contract entered **on or after January 1, 2016**. The process as implemented by the Commission is as follows:

A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing containing a unique certification number.

An authorized business entity agent must sign the printed copy and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city "when the business entity submits the signed contract" to the town.

The City must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 and certification of filing by the 30th day after the date the contract binds all parties to the agreement.

For more information regarding how to file Form 1295, please click on the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.



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PATENTED DEVICES, MATERIALS, AND PROCESSES:

If the Contractor is required or desires to use any design, device, material, or process covered by letters patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually agreed and understood that without exception, contract prices shall include all royalties or costs arising from patents, trademarks, and copyrights in any way involved in the work.

The Contractor and his sureties shall indemnify and save harmless the City from all claims for infringement because of the use of any such patented design, device, materials, or process or any trademark or copyright in connection with the work agreed to be performed under this contract and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay because of such infringement at any time during the prosecution of the work or after completion of the work.

The Contractor shall establish and enforce among his employees such regulations with cleanliness and disposal of garbage and waste as will tend to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance about the work on any property either public or private. All sanitary laws and regulations of the State of Texas and the City of Texas shall be strictly complied with.

When the contract amount is **\$50,000** or more, a performance and a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract under the plans, specifications, and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful bidder and shall accompany the signed contract.

No sureties who are now in default or delinquent on any bonds or who are an interested party in any litigation against the City will be accepted by the City. All bonds shall be made on forms furnished by the city and executed by an approved surety company authorized to do business



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in the State of Texas and acceptable to the city. The Contractor and the sureties shall enforce each bond. Should any surety on the contract be determined unsatisfactory at any time by the City Commission, notice will be given to the Contractor to that effect, and the Contractor shall immediately provide a new surety satisfactory to the City. Pay will be made under the contract once the new surety or sureties, as required, have been accepted by the City.

No Performance and Payment bonds shall be required on any City contract under \$25,000.00. If these bonds are not furnished by the Contractor, only one payment (final) will be paid, and that shall be upon completion of the project. **No Bid Bond** shall be required on this Project.

As soon as proposal prices have been tabulated for comparison of bids, the City may, at its discretion, return the proposal guarantees accompanying the proposals which, in its judgment, would not be considered in the award; all other proposal guarantees will be retained by the City until the required contract and bonds have been executed, after which they will be returned. Proposal guarantees will be returned at least ten (10) days after the opening proposal.

FINAL ACCEPTANCE

The Contractor will be paid within thirty (30) days after conclusive acceptance provided the Contractor has furnished the City satisfactory evidence that all sum of monies due for any labor, materials, equipment, or machinery furnished for and used in the prosecution of the work, or that the person or persons to whom the same may respectively be due have consented to such final payment. **The City reserves the right to retain ten percent (10%) of the total contract price until such evidence is furnished).** The acceptance by the Contractor of the last final payment shall operate as and shall release the City from all claims and penalties under the Contract or for any act of neglect of said City relating to or connected with the Contract.



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INSURANCE COVERAGE

INSURANCE

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Contract with the City. All parties to this Contract agree that the Contractor's coverage will be primary in the event of a loss, regardless of applying any other insurance or self-insurance. The Contractor must deliver to the City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City's intent to award a Contract. No contract shall be effective until the required certificate (s) has been received and approved by the City. Please meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten business days to prevent the contract from being rejected. **The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent up to and after bid opening.**

WORKERS' COMPENSATION INSURANCE & EMPLOYERS LIABILITY INSURANCE

The Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. The contractor shall provide a Waiver of Subrogation in favor of the City of Texas City and its agents, officers, officials, and employees.

COMMERCIAL GENERAL LIABILITY INSURANCE –

The Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and a minimal aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured



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contract, including the tort liability of another assumed in a business contract. All coverage shall be retained from the standard policy with notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employees shall be listed as additional insured.

BUSINESS AUTOMOBILE LIABILITY INSURANCE - The Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 for each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. The contractor shall provide a Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.

BUILDERS RISK

Limit not less than 100% of the total projected construction value at completion of the project. The contractor agrees to maintain the Builder's Risk insurance, providing coverage to protect the interests of the City, Contractor, and Sub-Contractors, including property in transit and property on or off premises, which shall become a part of the building or project. Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis. Loss Payee endorsement is required.

RIGHT TO REVIEW AND ADJUST- The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial conditions.

POLICY LIMITS - Required limits may be satisfied by combining primary, umbrella, or excess liability policies. The contractor agrees to endorse the City and its agents, officers, officials, and employees as additional insured unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.



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DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION - The Contractor may maintain reasonable and customary deductibles, subject to approval by the City. The contractor shall agree to be fully and solely responsible for any costs or expenses resulting from coverage deductible, coinsurance penalty, or self-insured retention. Subcontractors - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the Contractor's responsibility to ensure compliance with this provision. The city accepts no responsibility arising from the conduct or lack of behavior of the Subcontractor.

ACCEPTABILITY OF INSURANCE - Insurance coverage shall be provided by companies admitted to doing business in Texas and rated A-, VI (rated) or better by AM Best Insurance Rating.

EVIDENCE OF INSURANCE - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within IO business days by the successful Contractor's insurance agent or insurance company after the contract award. Endorsements must be submitted with the certificate. A contract shall be effective once the required certifications have been received and approved by the City. Renewal certificates shall be sent a minimum of IO days before coverage expiration. Upon request, the Contractor shall furnish the City with certified copies of all insurance policies. The certificate of insurance and all notices shall be uploaded to the Contractor Portal in Neighborly.

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.



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NOTICE OF CANCELLATION

Non-renewal, Material Change, and Exhaustion of limits - Contractor must provide a minimum of 30 days prior written information to the City of Texas City of policy cancellation, material difference, exhaustion of aggregate limits, or intent not to renew insurance coverage. Suppose the City is notified that required insurance coverage will be canceled or non-renewed during the contract period. In that case, the Contractor shall agree to furnish a new or revised certificate(s) before the expiration of such insurance as proof that equal and similar coverage is in effect. The City reserves the right to withhold payment to the Contractor until coverage is reinstated.

CONTRACTORS FAILURE TO MAINTAIN INSURANCE – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to the Contractor until coverage is reinstated or to terminate the Contract.

NO REPRESENTATION OF COVERAGE ADEQUACY - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.



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SCOPE OF WORK

BUILDING NOTES

Work to be performed in the construction drawings and building notes shall comply with the manufacturer's recommendations, COMMUNITY DEVELOPMENT DEPARTMENT HOUSING REHABILITATION/RECONSTRUCTION POLICIES AND PROCEDURES, INTERNATIONAL RESIDENTIAL CODE (IRC), INTERNATIONAL PLUMBING CODE (IPC), INTERNATIONAL MECHANICAL CODE (IMC), INTERNATIONAL FUEL GAS CODE (IFGC), INTERNATIONAL ENERGY CONSERVATION CODE (IECC), NATIONAL ELECTRIC CODE (NEC), and all applicable City codes, code amendments, and ordinances.

INCLEMENT WEATHER DAYS - It is imperative to maintain a tight timeline for this project's demolition and construction activities. Days to complete the project will be added to the original Contract Time for only the bulleted reasons listed below and only if requested in writing from the Contractor within five business days of the inclement weather and only during the original Contract time. It will be up to the Contractor to prove that the inclement weather at the project site impeded the progress of the work. Suppose inclement weather day extensions are added to the Contract Time. In that case, they will be provided in a written Change Order and executed by the Owner, Contractor, and City Staff Representative. Any delay over the Contract Time, as may be revised, will be assessed liquidated damages per the Tri-Party Agreement contract.

Rainfall above 4" per day. At their discretion, the Rehabilitation Specialist/Inspector will allow additional days for drying of the ground or issues impeding concrete placement. This will only be allowed once the Contractor has had reasonable time to frame the structure with roof decking and a rolled asphalt cover protecting the building from rainfall inside the structure. The high temperature does not advance above 105° F per day. At their discretion, The Rehabilitation Specialist/Inspector will allow 1-3 additional days for issues impeding concrete placement. This will only be allowed until the Contractor has had reasonable time to frame the structure and can



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place sheathing over the building exterior openings to heat the building interior by safe mechanical means.

All parties involved with the contract agreement shall agree to the contract documents and any other alterations before work commences.

All products, appliances, equipment, fixtures, and materials used in this work will be of new, premium-grade quality without defects - unless stated otherwise or preapproved by the Rehabilitation Specialist/Inspector. Any finished products damaged during shipping, loading/unloading, staging, or installation shall be repaired or replaced to "like new" condition by the Contractor.

All materials shall be installed according to the industry best practice standards and in full accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection, and testing.

"Install" or "installation" means purchasing, setting up, testing, and warranting a new component unless otherwise noted.

All measurements (i.e., SF of Drywall or those provided with/ drawings) are for the contractor's convenience. The contractor must verify all dimensions and all quantities (i.e., number of window units) of material. No claim for additional funds due to discrepancies in measurements or amounts shall be honored if the differences were not submitted to the Rehabilitation Specialist/Inspector before bid submission.

The Contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction. If required, the Contractor shall install an agency-provided sign where directed by the Rehabilitation Specialist/Inspector. No other signs are permitted.



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OSHA REQUIREMENTS

Conform to OSHA REQUIREMENTS for all construction/equipment operations and material installation.



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WARRANTY CERTIFICATION

Warranty

The Contractor will be required to provide certification of the builder's warranty for the term limits of the first TRCC warranty as identified here: 1-year warranty for quality and materials; 2-year warranty for mechanical delivery systems. Ten-year warranty for major structural components of the Home; and Ten-year warranty of habitability.

Warranty certifications will be submitted with other required close-out documents. The contractor will be required to submit an Affidavit of All Bills Paid, Waiver of Mechanic's Lien from all subcontractors, and a Contractor / Sub-contractor Utilization Report, as well as any other HUD or city-required documentation before receiving final retainage payment.

The order of priority for project materials, appliances, equipment, and standards shall be from construction drawings and notes combined with the Building Notes / Specifications herein to the General Specifications Manual (GS). All shall apply to the project, and the most stringent specification between the construction drawings and Building Notes / Specifications shall have priority. All other items not listed in the drawings and Building Notes / Specifications shall be as per the GS where applicable.

TEXAS ACCESSIBILITY STANDARDS (TAS)

Fixtures and equipment, mounting heights, and clearance dimensions for this project can be found at the following web link: [tas2.pdf \(texas.gov\)](#)

Wall bracing/backer boards shall be installed for designated grab bars at the tub, toilet, and other future locations to be determined. The Rehabilitation Specialist/Inspector shall approve all grab bar blocking and installation before drywall application. Wall bracing/backer board positioning



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and heights shall follow TAS directives. Provide information for written approval before ordering any unit to be considered "or equal."

When the phrase "at Owner's option" or "Owner's preference" is used, bids shall be submitted to include the option of most cost, and the Owner's selection of the stated option will be of no increased cost to the City or Owner.

Minimum Building materials and installation standards shall comply with applicable municipal codes orders, with minimum warranties and warranty periods consistent with those identified in the item.

SITE MAP

No pooling or ponding of the lot is allowed as final product, and rainwater may not be detoured onto an adjacent landowner's property.

Premium, clean-fill dirt material shall be supplied to fill any voids, depressions, or cavities left from demolishing the existing structure or else here on the overall site. Existing property soil may be used for fill materials if grading of the lot allows its use without impeding proper drainage.

Upon construction of the new dwelling, all site preparation and grading for the finished yard shall be done under **CONSTRUCTION/SITE**.

BUILDING SPECIFICATIONS

SEE SEPARATE PDF FILES IN THE BID INVITATION ON NEIGHBORLY:



222 20th Avenue N
- Structural.pdf



99_TC_222
Architectural Set 1-2



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DEPARTMENT RECONSTRUCTION PROGRAM PAYMENT ALLOCATION

PROGRESS PAYMENT

Progress payment shall be remitted based upon the percentage of work completed AND materials in place. No payments will be remitted for materials stored and/or not installed. There shall be five draws allowed during the duration of the project.

PERCENTAGES OF COMPLETION

At the time of progress payments: The percentage of work completed and respective percentage of progress payment to be remitted shall be determined at the sole discretion of the Rehabilitation Specialist/Inspector as follows: 20% when the dry-in is completed less 10% of progress payment, 40% when rough-in of electrical, plumbing and HVAC is completed less 10% of progress payment, 60% when insulation and cover up of interior and exterior work is completed less 10% of progress payment, 80% when top-out of plumbing electrical HVAC, painting and flooring work is completed less 10% of progress payment, 100% when doors, trim, installation of furnishings, landscaping and punch list work is completed, less 10% of progress payment.

RETAINAGE PAYMENT

NOTE: A retainage of 10% will be held from each progress payment. The retainage payment will be remitted to the Contractor 30 days following sign-off of final inspection, or certificate of occupancy is obtained, and all required close out documents submitted to Rehabilitation Specialist/Inspector, whichever occurs latest. Retainage is withheld from progress payments to ensure all punch items are completed and all close-out paperwork is finalized by the Contractor.



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BIDDING PROCEDURES

All bids must be in strict accordance with all terms, conditions, and specifications within this Request for Bid Number RFB #2024-446.

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

All blanks on the bid forms should be filled in and signed in blue ink or filled in manually with blue ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

All monetary figures quoted in the bid and contract documents shall be rounded to the nearest dollar amount. NO HUNDREDTHS OF A DOLLAR WILL BE CONSIDERED.

Any insertion, alteration or erasure must be initialed by the signer of the bid.

All requested alternates shall be bid. If no change in the base bid is required, enter "no change."

Where two or more bids for designated portions of the work have been requested, the bidder may state his refusal to accept an award of less than the combination of the bids he/she so stipulates. The bidder shall make no additional stipulation on the bid form nor qualify his bid in any other manner.



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BID PACKET - To be turned in on Bid Day

RFB #2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Bid Packet to be submitted consists of 67 Total Pages (in red font at top of pages) which are bottom page numbers " Pages 38 through 102 (Pull these pages, fill in the information, and turn in on bid day with the bid packet coversheet, including:

BID SHEET pg. 38-40

METHOD OF PAYMENT pg. 41

CONTRACTOR QUALIFICATIONS pg. 42

CONTRACTOR QUALIFICATIONS STATEMENT pg. 43-45

CLIENT REFERENCES & PERSONAL REFERENCES pg. 46-50

CERTIFICATION OF BID pg. 97

FEDERALLY REQUIRED CERTIFICATIONS pg. 59-64

FELONY CONVICTION pg. 95

NOTICE OF NON –PARTICIPATION pg. 99

CERTIFICATION REGARDING DEBARMENT pg.101

CONFLICT OF INTEREST QUESTIONNAIRE pg. 102

CERTIFICATE OF INTERESTED PARTIES pg. 103

HOUSE BILL 89 VERIFICATION FORM PG pg.104

NON-COLLUSION BIDDING CERTIFICATION pg.105



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BID SHEET

RFB# 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Name of Bidder (Company): _____

Representative Name: _____

Contact information: _____

Pursuant To and In Compliance with the Invitation to Bid:

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: Construction of a Residential Structure at 222 20th Ave. N, Texas City, TX 77590.

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: \$207,340.00.



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ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.

Description and Base Bid

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

GENERAL

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.



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One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:

Item Number	RFB Number	Description & Base Bid	Price
		Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	

Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-446, 100 consecutive calendar days. Not to exceed four (4) months.

Company Name: _____



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METHOD OF PAYMENT

RFB # 2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX
77590.

PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

Company Name _____

Authorized Signature _____



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CONTRACTOR QUALIFICATIONS

RFB #2024-446

CONSTRUCTION OF A RESIDENTIAL STRUCTURE AT: 222 20th Ave. N, Texas City, TX 77590.

Please complete the Contractor Qualification Statement and attach all requested documentation.

CHECKLIST

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

Corporations should attach a copy Letter of Good Standing with the Texas State Comptroller. See Contractor Qualifications Statement form.



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CONTRACTOR QUALIFICATIONS STATEMENT

BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: _____

Business Location Address: _____

Mailing Address: _____

Business Phone: _____

Email Address: _____

LEGAL STATUS

Partnership

Sole Proprietorship

Corporation

Federal Income Tax Business Id.: _____

Social Security Number: _____

Date Firm Established: _____

Corporation: _____

Charter Number: _____

Date of Charter: _____

Date of last board meeting: _____

Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? _____

If yes, describe: _____



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Board of Directors and Officers (corporate only)

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____



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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: _____

Home Address: _____

Phone: _____

Driver's License #: _____ State: _____

Have you ever been convicted of a felony? Y / N

If yes, date of conviction(s): _____

Years of contracting experience _____

Title: _____

Principals' signature: _____ Date: _____



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REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: _____

Type of Account (s): _____

Account Number: _____

List all local suppliers where your firm has past or present credit dealings.

Name of Firm _____

Contact Person _____

Mailing Address _____

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) _____

Account# _____



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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for \$10,000 or more within the past 2 years.

Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *



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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *



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Name of Client: _____

Date: _____

Client Address: _____

Phone: _____

Project Name: _____

Project Address: _____

Dollar Amount of Work: _____

Please describe type of work performed in the spaces below:

*The references you have given will be verified either by mail phone, on-site inspection, or all the above. *



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PERSONAL REFERENCES

Name	Address	Occupation



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CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

What is the largest single job, in dollars you have previously performed?

What amount of work, in dollars, do you normally carry?

What dollar size contracts do you think your organization is best qualified to handle?

Have you ever failed to complete a job? Y / N

If yes, provide a detailed explanation on a separate page.



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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.



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PERSONAL REFERENCES

Name	Address	Occupation



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CONTRACTOR ACKNOWLEDGEMENT

CONTRACTOR ACKNOWLEDGMENT** (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm _____
(print)

Signature _____
(notarization required)

Date _____

****WARNING PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."**



City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said _____(insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration there in expressed, and in the capacity therein stated.

Given under my hand and seal of office this ____day of _____, 2024

[SEAL]

Notary Public, State of Texas

Print name of Notary Public

My commission expires the _____day of _____, 20__



City of Texas City, Texas
Purchasing Department
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Texas City, Texas 77590

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared _____
known to me (or proved to me on the oath of) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

Print name of Notary Public

My commission expires the _____ day of _____, 20____



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RELEASE OF INFORMATION

I (we), _____, of _____, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

(Date)

(First Name)

(Middle Initial)

(Last Name)

(Signature)

(Business Name)

(Street Address/ Route No. (No P.O. Box or Drawer No.))

(City, State, Zip)

(Date of Birth)

(Tax ID # or Social Security No.)



City of Texas City, Texas
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THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2024

[SEAL]

Notary Public, State of Texas

Print name of Notary Public

My commission expires the _____ day of _____, 20____



City of Texas City, Texas
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FEDERALLY REQUIRED CERTIFICATIONS

STATUTORY ASSURANCES AND COMPLIANCIES

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS

AMENDED: The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.



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COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.O.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED: No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor's contract.



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CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

COMPLIANCE WITH AIR AND WATER ACTS: During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.



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COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS: The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS: The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION: All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

(Signature)

(Date)

(Print Name and Title)



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PERFORMANCE BOND

Bond No. _____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of _____,
County of _____, and State of _____, as principal, and
_____ authorized under the laws of the State of Texas to act as surety on
bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County,
Texas

_____ (Owner), in the penal sum of (\$) for the payment
whereof, the said Principal and Surety bind themselves and their heirs, administrators,
executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner,
dated the day _____ of _____ 20____, to furnish all labor, materials, and
equipment necessary for completing the construction a three (3) br, two (2) bathroom, single-
family home at 222 20th Ave. N, Texas City, TX 77590, which contract is hereby referred to and
made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe
and perform all and singular the covenants, conditions and agreements in and by said contract
agreed and covenanted by the Principal to be observed and performed, and according to the
true intent and meaning of said Contract and the Plans and the Specifications hereto annexed,
then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253,
Government Code, Vernon's Texas Civil Statues, and all liabilities on this bond shall be



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determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this _____ day of _____, 20_____.

(Principal) (Surety)

By _____ By _____

Title _____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.



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PAYMENT BOND

Bond No. _____

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN/WOMEN BY THESE PRESENTS That of the City of _____,
County of _____, and State of _____, as principal, and authorized
under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly
bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum
of _____

(\$ _____
_____)

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

WHEREAS the Principal has entered a certain written contract with the Owner,

dated the _____ day of _____, 20_____, to furnish all labor, materials, and
equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the
prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise,
to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253,
Government Code, Vernon's Texas Civil Statutes, and all liabilities on this bond shall be



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determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed

this instrument this day of _____, 20_____.

(Principal) (Surety)

By _____ By _____

Title _____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.



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CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$ 100,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.



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NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-Segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding \$100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Signature)

(Date)

(Print Name and Title)



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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

For Applicable City of Texas City Programs and Projects

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is \$200,000 or more, and contractors or subcontractors receiving \$100,000 or more in covered funds.

PURPOSE

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of \$200,000 or more or contracts for covered projects receiving \$100,000 or more).



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DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive \$100,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24



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CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds \$100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



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The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

In recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.



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CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over \$100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.



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SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: 1) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area	\$93,200	Low (80%) Income Limits (\$)	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		Very Low- Income Limits (\$)	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low- Income Limits (\$)	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560



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SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form 1099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.



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SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- Ads placed with local advertising media such as newspapers.
- Sign at the project site
- Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- Other
- No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- Ads placed with local advertising media such as newspapers.
- Sign at the project site



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- Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.
- Other
- No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

- Maintain copies of ads placed with local advertising media such as newspapers.
- Maintain photos of signage at the project site
- Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.
- Other
- No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. In recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action



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Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

- Public Housing Agency Workforce Commission Manpower
- Services/Employment Agencies
- Texas Commission for the Blind
- Other
- No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.
- If no recruitment or hiring is anticipated, briefly explain why

- Business has no employees other than the owner(s).
- The business is currently fully staffed and has existing capacity for the proposed project.



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GRIEVANCE PROCEDURE: Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

**Assistant Secretary for Equal Opportunity & Fair Housing
Department of Housing and Urban Development
451 Seventh St., S.W. - Room 5100
Washington, D.C. 20410-2000,**

or

**Fair Housing and Equal Opportunity Division Department
of Housing and Urban Development
801 Cherry Street
P.O. Box 2905
Fort Worth, TX 76113-2905**



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SUBCONTRACTORS: Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan:
Section 3 Employee Recruitment Timeline:

Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) _____

Subcontractor Timeline:

Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) _____

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

- | | |
|--|---|
| <input type="checkbox"/> Management Training | <input type="checkbox"/> Maintenance Training |
| <input type="checkbox"/> Building Trades Training | <input type="checkbox"/> Clerical Training |
| <input type="checkbox"/> Support Services Training | <input type="checkbox"/> Other Training Opportunities |

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any



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labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations _____

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;



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and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

Signature of Section 3 Employee

Date

Printed Name of Section 3 Employee



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STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____,
20 _____, by _____,

[SEAL]

Notary Public in and for the State of Texas



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AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this _____ day of _____, 20____, I, here by certify that I am the/an

owner of _____ .

Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income \$93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.



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PRELIMINARY STATEMENT OF WORK FORCE NEEDS

(1) PROJECT NAME

(2) CONTRACT NUMBER

(3) JOB TITLE

(4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT

(5) NUMBER OF POSITIONS

(6) CURRENTLY FILLED

(a) TOTAL

(b) # of SECTION 3 RESIDENTS

(7) HIRING GOAL

(a) TOTAL

(b) # of SECTION 3 RESIDENTS

CERTIFICATION

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature

Date

(Print Name and Title)



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FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (Printed)

Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.

(Write N/A if does not apply)

Signature of Company Official



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My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.



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CERTIFICATION OF BID

CERTIFICATION and AUTHORIZATION

RFB # _____

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Printed Name: _____ Company Name: _____

Phone Number: _____ Email: _____



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Bid Address:

_____ P.O. Box or
Street City State Zip

Order Address:

_____ P.O. Box or
Street City State Zip

Federal Tax ID Number: _____

Date: _____



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NOTICE OF NON-PARTICIPATION

RFB #2024-446

RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

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DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

Company Name: _____

Address: _____

Phone number: _____

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: _____

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.

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**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative



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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<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	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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.)		
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.		
<p>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="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</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.		
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).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> _____ Date </div> </div>		

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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.		Must file online at www.ethics.state.tx.us/File	
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		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
5 Check only if there is no interested party. <input type="checkbox"/>			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address: _____ (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____. <div style="text-align: right; margin-right: 50px;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			



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House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date



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Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Legal Name of Person, Firm or Corporation

Authorized Signature

Title