

REQUEST FOR PROPOSAL

Project No. 2026

Project Name: City Hall Construction

When submitting a Sealed Packet, please verify the envelope has your Company name and the Project Name and Number.

Submissions Due Date:

August,20, 2026, at 2:00 PM CST

No Submissions after the above deadline will be accepted.

A Mandatory pre-project conference will be held at:

City Hall

211 N. Ferris

Garrett, TX 75119

On the following date and time:

August 27, 2026, at 10:00 AM

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SECTION 1

INTRODUCTION

1.1 Request of Services:

The City of Garrett is seeking sealed proposals from qualified contractors to provide contracting and construction services for RFP 2026 City Hall construction. The requested services are more specifically described in Section 3 in the Statement of Work.

The City is soliciting competitive sealed proposals from general contractor/construction firms having qualifications and experience providing services in accordance with the terms, conditions, and requirements set forth in this packet. This packet provides sufficient information for interested parties to prepare and provide submissions for consideration.

1.2 Public Information:

The City strictly adheres to the Texas Public Information Actⁱ (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of Bid/Proposal information. Documents are not available for public inspection until after the contract is awarded. If the submitter has notified the City, in writing, that the submitted document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall

the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

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

1.3 Type of Agreement:

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

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

Companies should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. This contract shall commence upon approval by the City Council. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses shall be waived.

Failure of the Company to accept this obligation may result in the cancellation of any award. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

By submitting a packet, the Company and/or individual further warrants and represents that they have become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this project. The failure or omission of the submitter to acquaint themselves with existing conditions, facts, and circumstances, shall in no way relieve them of any obligation with respect to their proposal and any ensuing agreement.

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

1.4 Clarifications, Addendums & Interpretations:

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

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

Companies are required to acknowledge receipt of each Addendum as specified in this Section. The Submitter must acknowledge all Addendums by completing, signing, and returning a copy of the Addendum(s) or the Addenda Checklist if one is available. The Addenda copies or Checklist must accompany the Submitters response. Any addendums will be found on <https://www.Garrett.tx.us/343/Public-Notices>.

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

1.4.1 Questions:

Any questions, technical or non-technical pertaining to this packet must be submitted to Judy Braddock, email Citysecretary@Cityofgarrett.com. The deadline to ask questions is Tuesday, August 18, 2026 at 12:00 noon (CST). Please reference the project name and page number. Non-compliance with this provision may result in rejection of the submission. Responses to questions will be posted on the city website as an addendum prior to the submission deadline.

1.5 Selection Process:

The City may make the selection of the Contractor on the basis of the packet initially submitted, without discussion, clarification or modification.

After submission of a packet, but before final selection of a Contractor is made, the City may permit a Contractor to revise their submission in order to obtain the Contractors lowest responsible and final submission. In that event,

representations made by the Contractor in its revised submission, including price and fee quotes, will be binding on the Contractor. The City is not obligated to select the Contractor offering the most attractive economic terms if their submission is not representative of the lowest responsible bid value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City. Additionally, the right to accept any bid or reject any or all bids and to waive all formalities is hereby reserved by the City. If only one submission is received in response to the Request for Proposal, a detailed cost submission may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost submission in order to determine if the price is fair, reasonable, and provides the lowest responsible value for the City.

All correspondence relating to this submission, from advertisement to award, shall be sent to Judy Braddock, City of Garrett City Secretary at Citysecretary@Cityofgarrett.com or City Secretary, 208 N. Ferris, Garrett, Texas 75119. All presentations or meetings between the City and the Respondent relating to this packet shall be coordinated by the City's Secretary. The City reserves the right to determine which submission provides the City with the lowest responsible bid value and which will be in the City's best interest, and the most advantageous to the City.

1.6 Evaluation Process:

If an evaluation is required, the evaluation of the submissions shall be based on the requirements described on the next page under Scoring Criteria. All timely and proper submissions shall be reviewed, evaluated, and ranked by the City.

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

If the document(s) is incomplete or otherwise fails to conform to the requirements that are requested, the City alone will determine whether the variance is so significant as to render the packet non-responsive. After the opening of the packets and upon completion of the initial review and evaluation of the packets, the City may invite one or more selected Submitters to participate in oral presentations.

Scoring Criteria:

See Appendix M for scoring criteria

Discussions may not be initiated by submitters. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification.

1.7 City's Reservation of Rights:

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right:

1. to enter into an agreement for all or any portion of the requirements and specifications set forth in this packet with one or more Proposals or divide the Project into multiple parts
2. to reject any and all submissions in its sole discretion and re-solicit for new Proposals
3. to reject any and all submissions in its sole discretion and temporarily or permanently abandon the Project, if deemed to be in the best interests of the City.

The Company is hereby notified that the City will maintain in its files concerning this packet a written record of the basis upon which a selection, if any, is made by the City. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this packet for any project and no such representation is intended or should be construed by the issuance of this submission. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

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

1.8 No Reimbursement for Cost:

The submitting Company acknowledges and accepts that any costs incurred by responding to this request shall be at the sole risk and responsibility of the Company.

The Submitter understands and agrees that:

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

1.9 Withdrawals and Amendments:

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

Addenda to the specifications shall be considered part of the contract documents. Oral and other interpretations or clarifications will be without legal effect.

If a company wished to withdraw their submission please submit an email to Judy Braddock at Citysecretary@CityofGarrett.com, with the project information and withdrawal request.

1.10 Compliance with Senate Bills, House Bill and Texas Government Code: Senate Bill 13¹ - Boycotting Energy Companies

Senate Bill 19² - Discrimination Against Firearm Entities

House Bill 89³ - Boycotting Israel Verification (Texas Government Code 2271.001, 2271.002, and 808.001)

Texas Government Code Chapter 2252. Section 2252.152⁴ and Code 2270 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. The City requires Submitter to verify that they are in-compliance with these Bills and Texas Government Codes. Refer to Appendix E for this documents

1.11 Validity Period:

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

1.12 Equal Opportunity Employer:

The City of Garrett is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status, or any other

¹ <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00013F.HTM>

² <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00019F.HTM>

³ <https://www.legis.state.tx.us/tlodocs/85R/billtext/html/HB00089F.HTM>

⁴ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.13 Conflict of Interest Questionnaire (Form CIQ):

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

1.14 Disclosure of Interested Parties Form 1295:

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. (Appendix G) [https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20form%201295.htm)

1.15 Insurance:

The Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined.

All Carriers must be admitted in the State of Texas.

All successful submitters must agree to name the City of Garrett, its officers, elected officials and employees as additional insures, and Waive Subrogation by Endorsement.

See Appendix F for more information.

Section 2

NOTICE TO BIDDERS/PROPOSERS

2.1 Invitation:

The City of Garrett Purchasing Department is accepting sealed packets for the City Hall Annex Construction RFP 2026-__.

2.2 Submissions:

Submissions will be accepted until 2:00 PM on Thursday, August 20, 2026, at the following address:

City Of Garrett

Attn: Judy Braddock

208 N. Ferris

Garrett, Texas 75119

Project No. 2026-__ City Hall Annex

Construction

Closing: 2:00 PM, __August 20, 2026 CST

All sealed submissions should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined above. Submit three (3) copies and one (1) electronic version (flash drive preferred).

2.3 Submittal Deadline:

2:00 PM on __August 20, 2026

ALL SUBMISSIONS MUST BE RECEIVED IN CITY HALL BEFORE THE
SUBMITTAL CLOSING DATE AND TIME - NO EXCEPTIONS.

Submissions received in the City Hall after the submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Garrett is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Purchasing Department shall be the official time of receipt. The City of Garrett reserves the right to reject any and all bids and to waive any informality in the bids received. The City of Garrett reserves the right to cancel this procurement at its discretion.

2.4 Questions:

Please refer to previous sections for contact information.

2.5 Criteria for Selection:

Companies are encouraged to provide a submission that includes terms and conditions offering the lowest responsible bidder to the City as prescribed by Section 252.043 Texas Local Government Code⁵.

If an evaluation is needed, an evaluation team from the City will evaluate the submissions. The evaluation and the selection of a Vendor will be based on the information provided, please refer to section 1.6. The City may consider additional information, if the City deems such information relevant.

⁵ <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.252.pdf>

SECTION 3

STATEMENT OF WORK

Project Title: RFP 2026-__ City Hall Construction

SECTION 3

STATEMENT OF WORK

Project Title: RFP 2026-__ GARRETT City Hall Construction

General Scope of Work:

Site built, wood framed construction intended to accommodate the needs of City Hall and Police Department personnel.

General descriptions listed throughout Construction areas:

-The contractor shall provide all labor, materials, equipment, and services necessary to complete the project, including but not limited to:

- **Site Preparation:** Clearing, grading, excavation, and utility connections.
- **Foundation & Structural Work:** Concrete footings, slab, framing, and load-bearing structures.
- **Building Envelope:** Roofing, exterior walls, insulation, windows, and doors.
- **Interior Construction:** Partition walls, ceilings, flooring, painting, and finishes.
- **Mechanical, Electrical, and Plumbing (MEP):** Installation of HVAC systems, electrical wiring, lighting, plumbing fixtures, and fire protection systems.

- **Compliance & Testing:** Inspections, permits, and quality assurance testing.
- **Final Handover:** Cleaning, punch list completion, and delivery of as-built drawings.

-All Construction changes shall meet the "City of Garrett Standards Policy/Procedure"

Areas of Work:

-
-
-

Work to Include:

Contractor Comply with all State, local and City of Garrett laws, codes, and regulations.

Quote should Include:

Labor, materials, equipment, supervision, dumpster, haul off, disposal, final clean of scope of work areas only.

Labor, materials, equipment, supervision, dumpster, haul off, disposal, final clean of scope of work areas only.

Section 4

SUBMISSION OF PACKET

4.1 How to submit:

All packets must be submitted by mail or hand delivered/courier.

4.2 Required Contents:

All items in this packet are considered part of the Submission package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Submissions not including all of the above will be considered non-responsive.

4.3 Alterations of Document(s):

You may send a revised submission substituted prior to the submittal deadline. Submission Documents cannot be altered or amended by the Company after the submittal deadline.

4.4 Deadline:

The deadline for submission of packets shall be as identified on the cover page of the Proposal and on the Appendix A- Proposal Document. It is the Company's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submission deadline. NO extensions will be granted, and no late submissions will be accepted.

4.5 Document Format:

All documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be

written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process. Anything written in pencil will not be accepted. Mistakes can be crossed out with a single line and corrections inserted and initialed by the individual signing the submission.

4.6 Questions and Responses:

Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the City Secretary will not be answered and any communication with any other Department prior to being awarded by City Council will disqualify a vendor from being considered for award.

4.7 Pre-Project Conference(s):

If a pre-project conference is requested it will be documented on the cover sheet of this packet. If the pre-project conference is mandatory and you do not attend, your submission will be disqualified.

SECTION 4

Submission of Packet Checklist

WHAT MUST BE INCLUDED IN THE PACKET

Check-off	Information		
	Cover Letter		
	Type of organization		
	Company/Firm background		
	Key personnel assigned to project and qualifications		
	Quote/Cost estimates and fees		
	Acknowledged any and all Addendums, complete & sign Addenda Checklist		
	One original copy of submission		
	Three additional copies of submission		
	One electronic copy on a flash drive		
Check-off	Appendix	Document Name	Must be Included
	A	Proposal Document	Yes
	B	Conflict of Interest	Yes

	C	Nepotism Statement	Yes
	D	Texas Public Information Act	Yes
	E	Senate Bills 13 & 19, House Bill 89 Verification	Yes
	F	Insurance Requirements	Yes
	G	Interested Parties Form 1295	Yes
	H	References	Yes
	I	Similar Project History	Yes
	J	Historically Underutilized Businesses	Yes
	K	Bid Bond or Guarantee	Yes
	L	ACH Form and W-9	No
	M	Miscellaneous (Scoring)	No

Cover Letter: Include a cover letter expressing the Proposer's interest and understanding of the request for proposals. The letter should name all the people authorized to make representations for the company and be signed by an authorized representative.

Type of organization: (i.e.) individual, partnership, corporation, etc.

Firm Background: Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.

List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.

Section 5

APPENDIX INDEX

Appendix A – Proposal Document

Appendix B – Conflict of Interest

Appendix C – Nepotism Statement

Appendix D – Texas Public Information Act

Appendix E – Senate Bills 13 & 19, House Bill 89

Verification

Appendix F – Insurance Requirements

Appendix G – Interested Parties Form 1295

Appendix H – References

Appendix I – Similar Project History

Appendix J – Historically Underutilized Businesses

Appendix K – Bid Bond or Guarantee

Appendix L – ACH Form

Appendix M – Miscellaneous

Appendix A

All Submissions delivered to the City of Garrett shall include this page with the submittal.

Project Number:	RFP 2026-__
Project Title:	City Hall Construction
Submittal Deadline:	20 th day, August, 2026 @ 2:00 p.m.
Company Information:	
Company Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number	
Phone Number:	
E-Mail Address:	

Company Authorization

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

Printed Name of Authorized Representative:

Position of Authorized Representative:

Signature of Authorized Representative:

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

Appendix B

Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

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

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

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Secretary;

3. Board and Commission members and appointed members by the Mayor and City Council,

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

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

WHEN: The person or business must file:

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

Appendix C Nepotism

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL "NON-RESPONSIVE."

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

If the Proposer or Bidder is an individual:

___ I am not related by blood or marriage to any official or employee of the City of Garrett.

___ I am related by blood or marriage to the following official(s) or employee(s) of the City of Garrett.

Name and title of City Official or employee:

Relationship:_____

If the Bidder or Proposer is NOT an individual:

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

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

Name and title of officer:

Employee and title of City Official/Employee:

Relationship:_____

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

Appendix D

TEXAS PUBLIC INFORMATION ACT

Steps to Assert Information Confidential or Proprietary

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

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

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

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

___The submitted packet to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

___The submitted packet contains confidential information, which is labeled and may be found on the following pages:

Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm

Submitting:

Signature: _____

Date: _____

Print _____

Print Name: _____

Title:

Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

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

Verification Regarding Boycotting Energy Companies Pursuant to Chapter 2274, Texas Government Code, Contractor verifies:

1. it does not boycott energy companies
2. it will not boycott energy companies during the term of this Agreement.

Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

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

Discrimination Against Firearm Entities - In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if:

1. Contractor has ten (10) or more full-time employees
2. This Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply:
 - a. if Contractor is a sole proprietor, a non-profit entity, or a governmental entity
 - b. to a contract with a sole-source provider

- c. to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001 2271.002 808.001 Texas Government Code:

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

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, _____ the undersigned
representative of

(Person name)

_____ (here in after referred to as
Company) (Company Name) being an adult over the age of eighteen (18) years of
age, do hereby depose and verify under oath that the company named-above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and

verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative:

Date: _____

Appendix F

INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of \$1,000,000 for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$2,000,000 per occurrence, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$2,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned

vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.

- D. The Contractor shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least \$1,000,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Garrett accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Garrett. Insurance policies under (B), and (C), shall include City of Garrett as an additional insured by endorsement.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1) City of Garrett shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
 - 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3) A waiver of subrogation in favor of City of Garrett shall be contained in the Workers Compensation and all liability policies.
 - 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Garrett of any material change in the insurance coverage.

- 5) All insurance policies shall be endorsed to the effect that City of Garrett will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
- 6) All insurance policies, which name City of Garrett as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Garrett.
- 9) Insurance must be purchased from insurers rated A+ or better by AM Best.

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

- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Garrett.
- C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that

premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.

Appendix G

CERTIFICATE OF INTERESTED PARTIES FORM 1295

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

Interested party means:

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

Controlling interest means:

- (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;

- (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

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

Appendix H

REFERENCES

References - This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Garrett, or any of its employees.

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:

Date and Scope of Services Provided:

Reference #1:

Client / Company Name:

Contact Name:

Contact Title:

Phone:

Email:

Date and Scope of Services Provided:

Reference#2:

Client / Company Name:

Contact Name:

Contact Title:

Phone:

Email:

Date and Scope of Services Provided:

Reference#3:

Reference #4:

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

Reference #5:

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

Appendix I

Similar Project History

Please provide a resume or references where you or your company has performed services within the last five years (preferably similar and/or the same types of services as described in the statement/scope of work).

If applicable, please include at least one project you have performed for the City of Garrett

Example:

Client/Project name: City of Appleton, City Hall Construction

Address: 222 Apple Dr., Appleton, TX 77777

Point of Contact: John Doe, City manager

Phone Number: (555)212-1234

Email Address: jdoe@appletontx.org

Contract Dates: 08/01/2021 - 01/31/2022

Contract Description: Complete remodel of 60,000 SF office space. Project was completed in phases, allowing City Hall to have continuous operation of services.

Contract amount: \$800,000.00.

Estimator and Project Executive: Aaron Jones, Owner

Project Manager: Aaron Jones, Owner

Completion: 01/18/2022

Appendix J

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial: _____

If Applicable please provide a copy of your membership card. Example of membership card:

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VIO Number: 1842550444800
File Vendor Number 525268
Approval Date 07-OCT-2020
Scheduled Expiration Date: 07-OCT-2026

The Texas Comptroller of Public Accounts (CPA). hereby that; SERVICEBEAVER, LLC

has successfully met the established requirements Of the State Of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-OCT-2020. supersedes any registration and certificate previously issued by the Hue Program. If there ere any changes regarding the information (i.e., busin€% structure, ov.,nership, day-to-day management, operational centre,

location) provided in the Of the business' application for registration/certification as a HUB, you must immediately (wifrin 30 days of such changes) notify the HUB Program in writing. The reserves the right to conduct a compliance review at any tirne to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VIO Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>) or by contacting the HUB Program at 812-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev: 06/19

If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the Texas Statewide HUB System.

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

HUB application processing timelines:

Normal processing times do not include weekends, holidays or other days the Comptroller's office is closed.

New Application: 5 months out before being reviewed

Recertification Applications: 3 months out before being reviewed

Once a fully completed application (not missing information or documentation) is provided, then a final decision will be made within 90 business days per Texas Administrative Code, Title 34, Chapter 20.288(d).

IMPORTANT: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under Texas Penal Code 537.10 to knowingly provide false information in an application for HUB certification. It is a third-degree felony under Texas Government Code 52161.231 to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

If the felony conduct prohibited under Texas Government Code 52161.231 results in the awarding of a state contract, then the act of knowingly acquiring funds derived from that felony conduct may be prosecuted under Texas Penal Code 534.02. An

offense under this section is punishable as a felony regardless of the amount of funds derived from the illegal conduct. First degree felony punishment applicable if the value of the funds is \$300,000 or more.

A first-degree felony is punishable by 5-99 years or life in prison, and a fine up to \$10,000.

A third-degree felony is punishable by 2-10 years in prison, and a fine up to \$10,000.

A state jail felony is punishable by 180 days to 2 years in the state jail, and a fine up to \$10,000.

Appendix K

BID BOND OR GUARANTEE

The State Of Texas

Surety's NO. _____

Known all men by these present, that

of the City of _____, County of _____, and State of _____ as

Principal, and _____, as Surety, are held and firmly bound
unto the City of Garrett, Texas, a home rule municipal corporation of Ellis County,
Texas, as Obligee in the amount of:

(written amount); \$ _____ dollars for payment where of the
said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors, and assigns, jointly and severally, firmly by these presents.

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

(Project Name)

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

It is Expressly Understood and Agreed this if the Principal withdraws its Bid any
time after such Bid is opened and before official rejection of such Bid by Obligee
or, if the Principal is successful in securing the award of the contract, and fails to
enter into the Contract or furnish satisfactory Performance and Payment Bonds

(if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages. Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Ellis County, State of Texas.

In Witness Whereof, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2026.

Principal

By _____

Address:

Surety

By _____

Address:

NOTE: Attach Power of Attorney

The Bid bond requirement for this RFP is five percent (5%) of the total bid.

Appendix L

ACH FORM AND W-9

ACH Payment Agreement Form

Authorization Agreement

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

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

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

Account Information

Name	of	Financial	Institution:
------	----	-----------	--------------

Financial	Institute	Address:
-----------	-----------	----------

Routing

Number:

Account

Number:

SWIFT

Code

(if

applicable):

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

Signature

Company

Name:

Printed

Name:

Title:

Contact

Phone

Number:

Date:

Authorized Signature:

FOR CITY USE ONLY

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

ACH Form and W-9

Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.																																				
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																																							
	Business name/disregarded entity name, if different from above																																							
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶			☐ Exempt payee																																				
	☐ Other (see instructions) ▶																																							
	Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)																																					
	City, state, and ZIP code																																							
List account number(s) here (optional)																																								
Part I Taxpayer Identification Number (TIN)																																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																								
<table border="1"><thead><tr><th colspan="9">Social security number</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></tbody></table> <table border="1"><thead><tr><th colspan="9">Employer identification number</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></tbody></table>					Social security number													-					Employer identification number													-				
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Part II Certification																																								
Under penalties of perjury, I certify that:																																								
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and																																								
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and																																								
3. I am a U.S. citizen or other U.S. person (defined below).																																								
Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions.																																								
n Here	Signature U.S. person																																							