



**REQUEST FOR PROPOSALS (RFP) 25-007  
Alcohol Supply Services for The  
Ballpark at League City**

The City of League City is now accepting sealed proposals for Alcohol Supply Services for The Ballpark at League City. Sealed proposals must be received by **4:00 p.m. CST on Thursday, November 21, 2024**. The clock located at the front desk in City Hall will be the official time. Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Immediately following the due date and time proposals will be publicly opened, in a manner that does not reveal their contents, at **City of League City Hall, 300 West Walker Street, League City, TX 77573**. The contents of all proposals will remain confidential until after a contract has been awarded by City Council.

The RFP packet may be obtained from the City's website at:  
<https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this RFP must be submitted in writing to the Purchasing Department via email: [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

**First Publication: October 30, 2024  
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## City of League City Request for Proposals 25-007 Alcohol Supply Services for The Ballpark at League City

### I. Introduction

The City of League City, Texas ("City") is soliciting Proposers who can provide Alcohol Supply Services (the "Services") to The Ballpark at League City ("Ballpark"). The items and their quantities in the RFP are **estimates** based on previous usage at the Ballpark. These estimates are to assist the proposer with potential items and quantities expected during the contract term. The estimates are NOT intended to set forth a minimum or maximum product need. There may be times throughout the contract when a larger quantity or wider variety of products may be required to meet the demand of special events. As interests shift and newly released products become available, the City reserves the right to make any modifications to the list of items ordered. The Services are more specifically described in the Scope of Work section of this RFP.

The below sections are designed to present interested proposers with the Services the City requires. This RFP does not commit the City to select a proposer or to award an agreement to any proposer. The City reserves the right to accept or reject, in whole or in part, any proposal it receives in response to this RFP. Proposals which are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the City at its discretion. The City reserves the right to select multiple Proposers to fulfill the needs described in this RFP.

#### A. Clarification and Interpretation of RFP

1. The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

#### B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer's products and services as they compare to the other providers and as they pertain to the needs of the City's organization as defined in this document.

#### C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential.

Upon Council award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential Proposer wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

In the event that information contained in those sections marked confidential are included in an Open Records Request, the City will decline to release the information for the purpose of requesting an attorney general decision. The City will make a good faith effort to contact the vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45<sup>th</sup>

business day after the date the attorney general received the request for a decision.

Contracting Information – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets – all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

#### D. Background Information

League City is a home-rule, incorporated city with a 2024 population of approximately 121,598. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 685 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

## II. Instructions to Proposers

### A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

Proposers can attend in person at the address below:

League City Civic Center  
400 West Walker St.  
League City, TX 77573

Receipt of Proposals and Sign-In Sheet will be uploaded to the City Website within 48 hours after proposal opening.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attachment A forms.

Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.

**B. Proposal Submission**

The City will receive proposals electronically through Public Purchase or hard copies delivered to the Purchasing Department.

1. Public Purchase – Electronic Submission

Proposals can be received electronically through [www.publicpurchase.com](http://www.publicpurchase.com). Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com).

2. Delivery or Mail – Hard Copies

Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of League City  
Purchasing Dept  
City Hall  
300 West Walker  
League City, TX  
77573

Monday – Thursday 7:30 am to 5:30 pm

Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelop inside of the mailer.

**Mark envelope/package: 25-007 Alcohol Supply Services for The Ballpark at League City**

**C. Proposal Timeline**

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued:	October 30, 2024
Deadline for Submitting Questions:	November 14, 2024, by close of business
Proposal Submission Deadline:	November 21, 2024 at 4pm
Anticipated Contract Start Date:	January 1, 2025

### III. Scope of Work

#### A. Ordering Process

1. The proposer shall provide the Ballpark with access to online ordering. The proposer will confirm the receipt of all orders. Items shall be shipped in their original manufacturer's packaging. Invoices shall clearly show quantities, unit price, and unit breakdowns for all items billed. Each item shall have its own line on the invoice.
2. Successful proposer shall have an account representative assigned to this agreement and coordinate the agreement with the City. The account representative shall be able to track orders, provide information on new products, be authorized to issue credits, and to attend meetings pertaining to this contract. The account representative must be available by phone or email and can be easily reached for rush orders. The representative must respond to rush order requests within two (2) hours during normal business hours.

#### B. Deliveries

1. Deliveries shall be made to the Ballpark located at 1150 Ballpark Way, League City, Texas 77573. There are two (2) restaurants with bars located within the Ballpark. Orders will be placed for delivery to each restaurant, respectively. Orders for both restaurants should be delivered during the same established delivery window.
2. A regular delivery schedule will be established with the proposer upon award of the Contract. However, the schedule basis will be once a week, Monday through Friday, between the hours of 8:00am and 4:00pm. The Ballpark will provide the proposer with a copy of the operating calendar.
3. Each respective delivery shall be made in a single vehicle that will adequately segregate and protect the dry, chilled, and frozen products. All products shall be maintained at the proper temperature throughout their loading, unloading, and transportation.
4. All the Proposer's facilities and delivery vehicles must conform to local, State, and federal rules and regulations regarding sanitation, and are subject to inspections by the City or other officials at the discretion of the City.
5. At the time of delivery, the proposer, or its representatives, shall request an authorized ballpark representative to verify the accuracy and quantities of each item, brand, code numbers for each item, and the general condition of the products. Any variation from the agreed delivery (i.e. shortages, damages, substitutions) shall be noted on each ticket by the authorized Ballpark representative and initialed by the proposer, or its representative. The authorized Ballpark representative shall sign each delivery ticket. Proposer delivery drivers and/or proposer representatives will deliver the product into the product specific designated storage areas. Proposer delivery drivers and/or proposer representatives will not be required to remove products from the master cases nor be required to shelve the product. At no time may product be left unattended outside or in any unsecured area.
6. In the case of a product shortage, due to damage or otherwise, Ballpark reserves the right to procure the product from another source.
7. Proposers will be required to issue credits for errors not detected at the time of



delivery, including but not limited to, hidden product damage, hidden product shortage, and/or failure to meet product specifications.

8. The Ballpark reserves the right to refuse any product, in the Ballpark's sole discretion, that does not meet quality standards, or the specifications outlined in this RFP. The proposer will be solely responsible for the disposal of any such product at the proposer's sole expense.
9. The City must be notified in writing of all backordered products and the estimated delivery date. The proposer may suggest a substitute product. No product substitutions will be accepted without prior approval by the Ballpark. Ballpark reserves the right to accept the proposed substitute or to reject the product and procure from another source.
10. The Proposer is responsible for any equipment needed to complete the delivery process. All equipment used, which hold product, should be visibly clean and maintained by the Proposer.
11. All delivery personnel shall follow best practices for personal hygiene when handling product and must communicate with City and Ballpark personnel in a competent, courteous, and professional manner.
12. The Ballpark and proposer shall mutually agree on any alternate delivery schedules to address any closures, additional product needs, and/or substitute products.
13. The Ballpark and proposer shall make every reasonable effort to provide advance notice in the event of closure, product needs / substitutes, or other unforeseen circumstances.
14. The proposer agrees to provide additional rush orders, if necessary. The proposer may invoice for shipping and handling charges incurred with any rush orders requested by Ballpark. In the event the Proposer cannot fulfill the rush order within the needed window of time, the Ballpark reserves the right to procure the product from another source.
15. The Proposer must have an established system in place to quickly communicate any product recalls. Notification shall be made immediately to the designated Ballpark representative.
16. The proposer will issue one consolidated invoice for each delivery made to the Ballpark. The invoice is to include a breakdown of purchased items (amount and description) and related unit costs.

#### C. Product Specifications

1. Distributor Choice: Where the term "Distributor Choice" appears, the proposer may bid any proposer brand, exclusive brand, and/or private or packer label brand. The actual product brand and code number shall be specified.
2. All Other Products: Product specifications for all other products not otherwise referenced herein shall have a manufacturer's name and product number. The proposer shall only bid on those products that are pre-approved.
3. Product Protection Guarantees: The Ballpark shall have automatic product protection recourse against proposers/suppliers for products that are misrepresented. Federal regulations dictate that the supplier whose name and address appear on the package is the responsible party. The Proposer/Supplier shall take immediate action to correct any situation in which product integrity is violated.

4. *Freshness Guarantee*: The Proposer shall guarantee the freshness and wholesomeness of all delivered products and all products delivered shall have a reasonable “shelf life”.
5. The Vendor/Supplier shall comply with all current Federal, State, and Local regulations as they apply to the provision of alcohol and alcohol related commodities to municipalities in the State of Texas, including TABC.

D. Pricing Specifications

1. Any pricing provided by the proposer shall include all costs for performing work associated with the product. Pricing shall not include sales tax; the Ballpark is a tax-exempt entity. No fuel surcharges are allowed to be billed to the Ballpark.
2. Bid pricing identified in this bid to be sought by the proposer must be solicited specifically on behalf of, and with the estimated usage of, the Ballpark. The proposer will ensure volume pricing is offered to the Ballpark under the contract.
3. All Distributor Manufactured items to be purchased (including private label, packing label, proposer brand, and exclusive brands) shall be identified as Distributor Choice. The price charged shall be based on a manufacturer’s confirmation statement or invoice. This documentation shall be made available to the City upon request.
4. Fixed pricing is required. Except as otherwise provided in this solicitation, the City prefers that the proposer’s price for the following categories shall be fixed for the initial 12-month duration of this contract: liquor, beer, and wine. The City prefers the price of each individual item shall not increase by more than 3% per item for each consecutive 12-month period. The City is open to negotiation of fixed pricing terms, but the fixed pricing requirement is non-negotiable.
5. Source Documentation. The price minus fixed fee shall be based upon an invoice or manufacturers confirmation (for bid pricing received, but not yet purchased) dated no more than one (1) month prior to the bid opening or cost update to the Ballpark.
6. If an approved product with multiple flavor profiles, on the same line item, is being quoted; the proposer shall provide the same price across all flavor profiles.
7. This section does not prohibit proposers from offering lower pricing after the award.

E. Pricing Method

1. Estimated weekly usage levels are provided for each item on Attachment A: Itemized Price List. These estimates do not represent guaranteed purchase levels and Ballpark shall not be responsible for excess orders made by the proposer based on these estimates.
2. Proposed unit prices reflected on Attachment A: Itemized Price List shall be good for the duration of the initial 6-months of the contract term, or a term otherwise agreed to after an award has been made.

#### IV. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet
2. Tab A – Qualifications and Experience
3. Tab B – Methodology
4. Tab C – Pricing and Fees (see Attachment A)
5. Tab D – References (include Names, Addresses, Telephone numbers, & Email addresses)
6. Tab E – Forms (Attachment A)
  - Public Information Act
  - HB 89 Verification Form
  - Conflict of Interest Questionnaire

## A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

### 1. TAB A – Qualifications and Experience

- 1) Briefly introduce your company, providing a summary of the administration, organization and staffing of your company, including multiple offices, if applicable.
- 2) Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
- 3) Describe the experience of the company in the last sixty (60) months in performing alcohol delivery services in similar size and scope.

### 2. TAB B – Methodology

- 1) Provide an estimated weekly timeline to complete the proposed Services.
- 2) Provide a work plan that must describe the company's methodology, including a delivery plan tailored to The Ballpark at League City.
- 3) The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.
- 4) Work plan shall clearly distinguish the proposer's duties and responsibilities and those of the Ballpark. Absence of this distinction shall mean the proposer is assuming full responsibility for all tasks.

### 3. TAB C – Pricing and Fees (Attachment A)

- 1) The proposals shall provide a breakdown of fees for each phase of the project including an itemization of all costs. Utilize Attachment A: Itemized Cost Sheet to quote prices for each item listed.
- 2) The proposal shall include a fee schedule for additional services required for successful completion of the Services but not specifically identified in this RFP, or optional services that may enhance the City's benefit.

4. TAB D – References

- 1) Provide references for similarly successful projects from three (3) governmental agencies, including the name of the agency, contact name, telephone and email address.
- 2) Include names and telephone numbers of persons whom the City of League City can contact for references regarding the company’s past performance on similar projects.

5. TAB E – Forms (Attachment B)

- a) Complete City of League City Texas Public Information Act.
- b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).
- c) Complete House Bill 89 Verification Form.

**B. Proposal Evaluation Process**

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. During the evaluation process, Proposers may be asked for additional information or clarification of proposal as needed. The City will evaluate all proposals based on the following criteria:

Criteria	Points
Qualifications/Experience	25
Methodology	25
Pricing & Fees	40
References	10
<b>Total</b>	<b>100</b>

2. A pre-selected assortment of twenty (20) “top” items from the cost sheet will be used for pricing comparison. The same twenty (20) items will be used to evaluate each Proposer submission.
3. Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and

Final Offer (BAFO).

4. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
5. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
6. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.

## V. Contract Terms and Conditions

### A. General

This will be a **three (3) year contract**, with **two (2) one-year renewal** terms available upon the mutual agreement of the parties with no more than a 3% escalation factor per renewal. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The City reserves the right to make a single or multiple awards, whichever are in the best value to the City to accomplish all services outlined in this proposal.

### B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

### C. Release

It is understood that any resulting contract executed will contain the

following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers,

agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

*TERMS AND CONDITIONS:*

**MULTIPLE CONTRACTORS:** The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

**DOCUMENTATION:** Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

**QUANTITIES:** The quantities indicated 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 bid price.

**TAX EXEMPTION:** The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

**DISCUSSIONS:** Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

**EVALUATION PROCESS:** It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.



The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit

revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

**COSTS TO SUBMIT:** The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

**INSURANCE REQUIREMENTS:** Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master- servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of



addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

**LATE PROPOSALS:** Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Purchasing Department's desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

**AWARD:** The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

*Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.*

**CONFLICTING PROVISIONS:** The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

**PAYMENT PROVISIONS:** The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

**LIABILITY AND INDEMNITY:** Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

**CONFIDENTIALITY:** Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

**CONTRACTUAL LIMITATIONS PERIOD:** Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

**GOVERNING LAW AND VENUE:** Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

**PURCHASE ORDER:** City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

**DELIVERY:** Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

**INVOICES:** Invoices must be itemized, and purchase order number must be

referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, [accountspayable@leaguecitytx.gov](mailto:accountspayable@leaguecitytx.gov). Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or

satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

**WARRANTY:** Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**PATENTS/COPYRIGHTS:** The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

**TERMINATION OF CONTRACT:** The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

**TERMINATION FOR CONVENIENCE:** The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

**NOTICE:** Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

**INTERLOCAL AGREEMENT:** Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to

extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

**CONTINGENCIES:** Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the

compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

**CERTIFICATE OF INTERESTED PARTIES:** Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295)* at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

**Prohibition on Contracts with Companies Boycotting Israel:** Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

**Prohibition on Contracts with Certain Entities:** Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of League City from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

**Prohibition on Contracts with Companies Boycotting Oil Companies:** Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

**Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries:** Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract

terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.