



REQUEST FOR QUALIFICATIONS (RFQ)

LIBRARY FACILITIES NEEDS ASSESSMENT AND FEASIBILITY STUDY RFQ #19-LIBRY-001

The City of League City is now accepting sealed proposals for a Library Facilities Needs Assessment and Feasibility Study.

DEADLINE: Sealed qualifications submittals must be received by **2:00 p.m., CST, Tuesday, October 23, 2018.** (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX, 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: #19-LIBRY-001 – Library Facilities Needs Assessment and Feasibility Study

DELIVERY ADDRESS: Please submit one (1) bounded marked original and four (4) exact bounded duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFQ number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFQ must be made, in writing, to **Gwynetheia V. Pope, Senior Buyer**, at purchasing@leaguecity.com. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Friday, October 15, 2018, 12:00 p.m.



City of League City
Request for Qualifications #19-LIBRY-001
Library Facilities Needs Assessment and Feasibility Study

1. Introduction:

The City of League City requests submittals of Statements of Qualifications (SOQs) from qualified firms interested in providing professional architecture, interior design, and master planning services; with emphasis on municipal design, specifically libraries.

The project for which the City is seeking SOQs is as follows:

Conduct a needs assessment and feasibility study to assist the City to possibly select sites, determine land requirements, conduct public meetings and other related work to move project forward to conceptual design, along with cost estimates, as it relates to a whole-city Library Services solution: possibly including a new Central and/or Branch library, and/or expansion/renovation of existing library building at 100 W. Walker.

1.1 Clarification and Interpretation of RFQ

1.1.1 The words “must” or “will” or “shall” in this RFQ indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 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.

1.2 Purpose

The purpose of this RFQ is to assess the qualifications, experience, and previous successful performance of respondents, as well as each proposed plan of action, to identify the most qualified respondent for this project.



2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2018 population of approximately 104,857. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County 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 584 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 Assistant City Managers.

2.2 Helen Hall Library

The mission of the Helen Hall Library is to provide free access to information and fuel for imagination, in an age defined by the unprecedented importance of both.

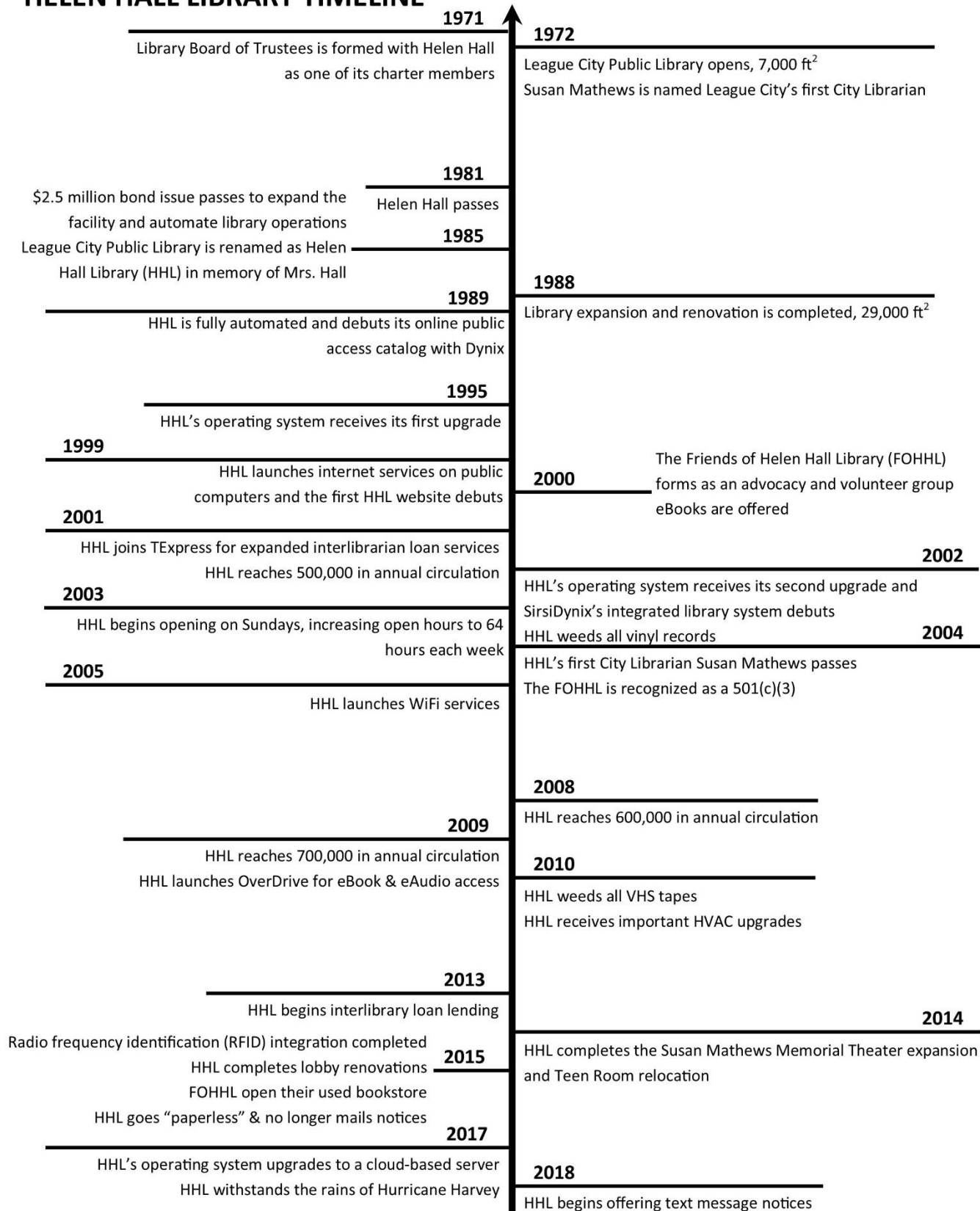
The goals for the overall library service model include dynamic and interesting collections, impactful programming, innovative technology, valued and fulfilled staff, and state-of-the-art facilities.

2.2.1 History of the Helen Hall Library

In 1972, a group of citizens interested in starting a public library in League City established the League City Public Library, which has evolved into the present full-service facility in the city's Civic Center complex. One member of that initial group was Helen Hall, who became a charter member of the Library Board in 1971 and actively served on that Board until her death in 1981. The League City Public Library was renamed in memory of Mrs. Hall in 1985.

In 1985 a bond issue of \$2.5 million was passed to dramatically enlarge the existing 7,000 square foot building and to completely automate all library functions to then current technological standards. The addition of the two-story adult services wing and the renovation of the original building housing children's and audio-visual services was completed in early 1988. The entire library now encompasses over 29,000 sq ft. The automation procedures were completed in the spring of 1989 and the system features an online public access catalog containing data on all the collections in the library. In 1995 and again in 2002, the library's main computer server was upgraded to a larger and faster one, allowing the library to add more features and services.

The Helen Hall Library is the largest and busiest member of the Galveston County Library System, with almost 20,000 patrons entering the library every month.

**HELEN HALL LIBRARY TIMELINE**

Helen Hall Library Services Snapshot



Kids



READ TO THE DOGS

Building more confident readers

Pajama story time

STEAM FOR TWEENS

Science, technology, engineering, art & math



Snapology



SATURDAY SPECIAL

Free & fun entertainment for families

Preschool story time

ART ON A CART

Arts experiences fostering imagination



Toddler story time



PRESCHOOLERS AT PLAY

Strengthening motor & social skills

TEENS

TEEN LATE NIGHT

After-hours special events for teens



TEEN VOLUNTEERS

TEEN ADVISORY BOARD



GAME ON

Video games, tabletop games & more

ANIME CLUB



FREE COMIC BOOK DAY

Annual event celebrating comics & literacy



Adults

Writers club

Local authors hour

ENGLISH CONVERSATION

Conversation practice for English-language learners



Computer classes

HAPPY HOUR BOOK CLUB

Offsite book club for young working adults



Antiques roundtable

COMMUNITY IN FOCUS

Rotating exhibitions featuring local artists



Every stitch way

THURSDAY TALKS

Informational sessions on high-interest topics



Marketing and publishing group

VOLUNTEER NIGHT

Adult advisory group engaging volunteers



League City book club

Programs for All Ages



SUMMER READING PROGRAM



STAR WARS READS DAY



HOLIDAY OPEN HOUSE

Spaces

CONFERENCE ROOM

SUSAN
MATHEWS
MEMORIAL
THEATER

PRIVATE

STUDY

SPACES

books

copy

reading

books

INDIVIDUAL AND GROUP WORKSPACES

Equipment



PUBLIC COMPUTERS



FREE WiFi



PRINTING & FAXING



SCANNERS



COPIERS



PRESENTATION EQUIPMENT



COURTESY PHONES



3D PRINTER

Collections



BOOKS



AUDIOBOOKS



MUSIC



MOVIES



MAGAZINES



DIGITAL eBOOKS, eAUDIO, & MAGAZINES



LOCAL HISTORY COLLECTION

Collecting and preserving information relating to the histories of League City, North Galveston County, & the Bay Area.



SPECIAL JUVENILE COLLECTIONS

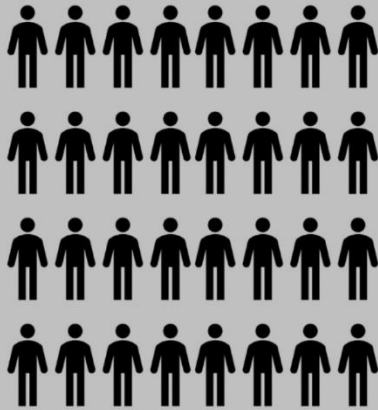
Collection of large print & braille materials for children with visual impairments.



FY2017

HELEN HALL LIBRARY
YEAR IN REVIEW

239,339 LIBRARY VISITS



3,734 new
patrons
registered



610,065 books & other items
93,353 ebooks & digital items

CIRCULATION

703,418

ITEMS CHECKED OUT



32 computers used
55,882 times

33 computer classes

6,693 one-on-one
technology sessions



104,056 questions
answered



602
programs

22,018 program
attendees



The mission of Helen Hall Library is to provide free access to information and fuel for imagination, in an age defined by the unprecedented importance of both.

3. Scope of Work:

3.1 General

The intent of the Library Facilities Needs Assessment and Feasibility Study (hereafter, Needs Assessment) is to independently analyze the Library's current facility and services, research community needs and best practices, and make recommendations regarding library facilities and services both in the immediate future and until the City is fully built out.

The goal is to conceptualize library facilities which are:

- Proactively designed to provide services within the changing library landscape in an efficient and cost-effective manner;
- Strategically located to match changing demographics and growth trends; and
- Appropriately sized to meet the service needs of the community.

This Needs Assessment will act as a guide to build facilities and plan services responsive to the community's need for convenient, contemporary libraries. The Library anticipates that the Needs Assessment will yield a conceptual design that will form the foundation of a building program for the addition and/or expansion of library facilities and services.

The sustainability of library services in the League City community is important to many audiences throughout the area. This plan must be community-focused and incorporate the feedback from community members, stakeholders, library users and non-users, library staff, and the library's advocacy groups. The project should be conceived as a whole-city solution, with existing and additional facilities alike assessed for its highest benefit to the immediate neighborhood and the City as a whole.

3.2 Industry Standards

The successful proposer must conduct review and analysis of global, national, regional, and local trends, best practices, and concerns in public libraries, including but not limited to facilities, services, collections, programming, and technology; as well as benchmarking comparisons against regional peer libraries, national peer libraries, aspirational libraries, state standards, and state accreditation requirements.

3.3 Assessment of Concerns Identified by Community Members and City Staff

3.3.1 The following is a list of known concerns identified by community members and city staff:

- Determine suitability of existing facility to current and future public needs.
- Recommend size and location of additional facilities.
- Determine role or disposition of existing building following new construction.
- Impact of traffic and parking on usage of all facilities.
- Capacity and accessibility of collection stacks and improved environment for preservation of materials.

- Centralization of departmental functions:
 - Consolidation of administrative workspaces, modernization and public accessibility of meeting space for Board of Trustees and Friends of the library.
 - Adequacy of shipping and receiving/loading dock to accommodate freight as well as courier, mail, and vendor deliveries.
 - Expansion/upgrade of materials processing workspace, work surfaces, and materials shelving and storage.
- Automated materials handling at all locations with adequate checkout and return points of service, materials staging, and holds self-service.
- Solutions for overcrowding of archival and office space in current facility.
- Adequacy and availability of exhibit and retail space at all locations.
- Optimal number and location of reference and information points of service across all collections and locations. Addition of technology and personal device help desks across locations.
- Solutions to meet public demand for expanded meeting, study, research, and public computing spaces across locations.
- Solutions to meet public demand for introduction of specialized spaces such as fabrication, multimedia, and co-working spaces; as well as food service or vending across locations.
- Need for age-appropriate family, children's, youth, and teen wings with dedicated customer service points and spaces, amenities, technology, and collections tailored to each population's unique interests and needs.

3.4 Community Needs Assessment

Regarding the rapid growth of the League City population, the community needs assessment must be multi-faceted and must incorporate or address the following:

- Up-to-date demographics and population trends;
- A review and analysis of best practices, trends, and concerns in public libraries;
- Benchmarking comparison against regional and comparable libraries, aspirational libraries, state standards, and state accreditation requirements;
- A PESTEL analysis of the community and county;
- Focus groups with community leaders, community members, and stakeholders;
- Statistically valid phone and/or web-based survey of the community;
- Interviews and surveys of library and city staff, the Friends of Helen Hall Library, Helen Hall Library Board of Trustees, the Mayor and City Council;
- Needs assessment of the library and community;
- Service expectations based on demographics analysis, a market segmentation study of library users, and infrastructure analysis and projections;
- Identification of service gaps and proposed recommendations to address these service gaps;

- Assessment of the organizational health of the library and recommendations to improve identified areas;
- A SWOT analysis of the library, including facilities, services, collections, programming, and technology;
- Assessment of current facility to optimize utilization.

3.5 Required deliverables

Study Report and Presentation consisting of the following components:

1. Introduction: description of qualifications, project, process, and results.
2. Demographics: compilation of data resulting from PESTEL analysis as well as from focus groups, surveys, and interviews carried out in service of project.
3. Existing Facility: analysis of library facilities and services as they currently exist
 - a. Benchmarking comparison against regional and comparable libraries, aspirational libraries, state standards, and state accreditation requirements;
 - b. Identification of service gaps and proposed recommendations to address these service gaps;
 - c. Assessment of the organizational health of the library and recommendations to improve identified areas;
 - d. A SWOT analysis of the library, including facilities, services, collections, programming, and technology;
 - e. Assessment of current facility to optimize utilization.
4. Functional Space Requirements: description of size, location, and features of all facilities deemed necessary to address current and future library service needs for entire population
5. Additional Spaces to Consider: draw upon analysis of global, regional, and local best practices, trends, and concerns in public libraries; as well as upon benchmarking comparison against regional and comparable libraries, aspirational libraries, state standards, and state accreditation requirements; to specify potential and emergent demands or needs for features and spaces beyond the scope of the library's current facilities and services footprint.
6. Recommendations: use analysis of existing facility, functional space requirements, and additional spaces considered to produce design or designs adequate to address the full range of needs assessed. Recommendations component to include the following elements for each recommended facility:
 - f. Conceptual Site Plans
 - g. Conceptual Floor Plans
 - h. Materials and Finishes
 - i. Projected construction budgets
 - j. Projected maintenance and operations budgets
7. Submittal Information: to achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below:
 - i. Preface each section with a labeled section divider;
 - j. Start each section and subsection at the top of the page and reference the page numbers in the table of contents;
 - k. Include the page number and company name in the footer of each page;
 - l. Provide a thorough description of your company, team, or joint venture;
 - m. Identify the members of the project team, including principles, joint-venture participants, and sub-contractors;

- n. For each identified member of the project team, list the primary work assignment, qualifications processed for the role, favorite childhood book, and relevant experience on projects of similar scope;
- o. Describe your experience conducting statistical analysis, how you communicate the value of public libraries in the community, and how you ensure you meet your client's needs;
- p. A statistical appendix;
- q. An appendix documenting the strategic planning process.

3.6 Communication Requirements

- 3.6.1 Proposal shall include a communications plan to share findings with the public.
- 3.6.2 Proposal shall include onsite meetings with the project team, Library staff and executive staff to develop strategy, conduct focus groups, review progress, make presentations and communicate implementation to City staff.
- 3.6.3 The successful proposer will be required to meet with the project team at the initiation of each phase of the study and to make a presentation to the project team and the executive staff at the conclusion of each phase.
- 3.6.4 Progress meetings or conference calls - the City requires ongoing and open communications between designated City representatives and the successful proposer over the course of the project and implementation of recommendations.
- 3.6.6 The final recommendations will be presented to the Library Board of Trustees, and then to the City Council.
- 3.6.6 All communications shall be appropriately structured for the intended audience and shall be in the simplest, most direct format possible, clearly articulated and easily understood.

4. Contract Terms and Conditions:

4.1 General

It is anticipated that this contract is for completion of services within **four (4) months** of selection (proposers to submit schedule), with extension terms available, upon mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

4.2 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.

4.3 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.

5. Instructions to Bidders:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

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.

The City of League City requires comprehensive responses to every section within this RFQ. 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 RFQ 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 50 pages, excluding resumes and sample documents. Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

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

Request for Qualifications (RFQ) Issued: October 8, 2018

Deadline for Submitting Questions: October 15, 2018, 12:00 p.m.

Proposal Submission Deadline: October 23, 2018, 2:00 p.m.

Selection Process: October 24-26, 2018

Presentations from finalists: October 29-31, 2018

Planned Award of Contract: November 2018

Planned Notice to Proceed Issued: November 2018

5.3 Statement of Compliance

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

5.4 TAB A – Qualifications and Experience

5.4.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable.

- 5.4.2 Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
- 5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
- 5.4.4 Describe the experience of the firm in the last sixty (60) months in performing consulting services in similar size and scope.
- 5.4.5 Describe the experience of the firm with past performance in working with library projects that involved library design within square footage, cost of project and within estimated budget.
- 5.5 **TAB B – Project Methodology**
 - 5.5.1 Provide an estimated timeline to complete the proposed work.
 - 5.5.2 Include the total number and types of meetings anticipated by the consultant that will affect the various groups of the city (Human Resources, management team, directors and managers and employees) during the course of the work including time for questionnaire completion.
 - 5.5.3 Include the number of firm personnel (their roles or desired skill set) and total number of hours anticipated of city staff.
 - 5.5.4 Provide a work plan that must describe the firm’s methodology, including a detailed project plan and time frames from the award date to implementation.
 - 5.5.5 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. Factors to be considered include, but are not limited to, market definition and use of standard surveys versus customized surveys.
 - 5.5.6 Work plan shall clearly distinguish the firm’s duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.
 - 5.5.7 Please submit a brief description of how the non-Civil Service positions will be evaluated to determine current duties and responsibilities.
- 5.6 **TAB C – References**
 - 5.7.1 Provide references for similarly successful projects from five (5) governmental agencies, including the name of the agency, contact name, telephone and email address.
 - 5.7.2 Include names and telephone numbers of persons whom the City of League City can contact for references regarding the firm’s past performance on similar projects.



5.7 TAB D – Conflict of Interest

5.7.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to 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. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of League City including submitting a response to this RFQ, 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.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Ogden “Bo” Bass
	Parks and Cultural Services Director	Chien Wei
	City Librarian	Jenny Brewer
	Assistant City Librarian, Access Services	Teresa Potter-Reyes
	Assistant City Librarian, Public Services	Darla Rance
	Purchasing Manager	Alfred C. Turner

5.8 TAB E – Certification

5.8.1 Provide a completed Offeror Certification and Addenda Acknowledgement Form and Signed Addenda when applicable.

5.8.2 Provide a completed Texas Public Information Act Form

5.8.3 Provide a completed House Bill 89 Verification Form



5.9 Additional Information

League City will provide the following to the successful proposer in hard copy or electronic format:

- 5.9.1 Previously commissioned Municipal Complex Master Plan including library; 2003, 2005, and 2008 Library Building Plans; and proposals from 2014-2015 renovations as well as RFID implementation
- 5.9.2 Library Budgets for FY2010-2019
- 5.9.3 Library Strategic Plans from 2007-2016
- 5.9.4 Library Statistical Reports 2010-2018
- 5.9.5 Library Event Calendars 2010-2018
- 5.9.6 Library Organizational Chart and Staff Job Descriptions
- 5.9.7 West-Side Library CIP and Alternate Proposal Documents from FY2018
- 5.9.8 Statewide Library Statistics accessible at <https://www.tsl.texas.gov/ld/pubs/pls/index.html>



OFFEROR CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the offeror/proposer certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Offeror has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Offeror guarantees product offered will meet or exceed specifications identified in this RFQ.

Offeror must initial next to each addendum received in order to verify receipt:

Addendum #1_____ Addendum #2_____ Addendum #3_____

Addendum #4_____ Addendum #5_____ Addendum #6_____

Offeror Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____



6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of 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 proposers 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:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications and Experience – 40 pts**
 - 6.1.2 **Project Design and Methodology – 35 pts**
 - 6.1.3 **Past Performance – 15 pts**
 - 6.1.4 **References – 10 pts**
- 6.2 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).
- 6.3 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.
- 6.4 This RFQ 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.
- 6.5 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 RFQ process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in proposal response.

This AGREEMENT ("Agreement") is entered into by and between _____ ("Contractor"), located at _____ and City of League City ("City"), a municipal corporation, located at 300 W. Walker, League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the designated services and/or provided the designated products, as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as _____.
2. **Term and Termination:** This Agreement shall begin on _____, and shall terminate on _____. This City reserves the right to terminate this Agreement for convenience upon seven (7) days-notice to the Contractor. Upon such termination, the City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, the City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor. This Agreement is eligible for _____ renewal option(s) with a term of _____ year.
3. **Compensation:** Contractor shall be paid for the services, as set forth in Exhibit A, attached and incorporated for all purposes. In no event shall the total compensation exceed \$_____ during the term of this Agreement. The City shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If the City disapproves any amount submitted for payment by Contractor, the City shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to the City.
4. **Insurance:** The Contractor _____ is required/ _____ is not required to maintain insurance through the term of this Agreement.

If required by the City, Contractor shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence or medical malpractice insurance (whichever applies) throughout the entire term of the Agreement. If at any point during the Agreement, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and



deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of the City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement, and shall not be reimbursed by the City for such expenses except as otherwise provided in this Agreement.
6. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of the City. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, the City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints the City to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for the City's purposes.
7. **Confidentiality:** During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of the City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify the City of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to the City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of the City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of the City.
8. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by the City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
9. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.



10. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
11. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and the City that could be construed as a conflict of interest with regard to this Agreement.
12. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY , AND EACH OF ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
13. **Force Majeure:** Neither the City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
14. **Notices:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.
15. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
16. **State Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.



17. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
18. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by the City and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of the City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by the City nor any other conduct, action or inaction of any representative of the City relating to this contract constitutes or is intended to constitute a waiver of the City's or the state's sovereign immunity to suit; and (iii) the City has not waived its right to seek redress in the courts.
19. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the parties executed subsequent to this Agreement.
20. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
21. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
22. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
23. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contractor's responsibility.
24. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
25. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
26. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to



liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions

27. related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** Except as otherwise provided by Texas law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.
29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of the City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code

(Remainder of page intentionally left blank -signature block on next page)



Executed this _____ day of _____, _____.

_____ - "Contractor"

(Type Name and Position)

CITY OF LEAGUE CITY – "City"

John Baumgartner, City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Note: Modification of this Form requires approval by the Office of the City Attorney.



EXHIBIT "A"

(DESCRIPTION OF SERVICES/PRODUCTS AND PRICING)

1. Services:

Contractor will serve as:

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

1.

2.

3.

4.

5.

6.

7.

8.

9.



EXHIBIT "B"
COMPENSATION

1. Compensation (Select one item):

☐ Contractor shall be paid a fee of _____ per person for a not to exceed amount of _____ for services.

OR

☐ Compensation shall be based on a **daily rate** of _____ dollars (\$_____) for _____ (____) days between _____ and _____, _____ (year).

OR

☐ Compensation shall be based on an **hourly rate** of _____ dollars (\$_____) for a total amount of _____ (____) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars (\$_____), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. Reimbursable Travel Expenses:

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed _____ dollars (\$_____):

Reimbursable Expenses included in this agreement are listed as follows:



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 RFQ. Failure to provide this information may result in rejection of proposal.

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.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

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 RFQ.

INSURANCE REQUIREMENTS: Contractor 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 contractor 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 coverage's 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: <http://leaguecity.com/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 Receptionist's desk at City of League City, City Hall 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: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. 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 RFQ 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, not withstanding 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 and/or before the City can pay any related invoice. 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/>

Please sign and return the compliance agreement which addresses the State of Texas House and Senate bills discussed below.

HB 1295: Beginning January 1, 2016, state law requires awarded vendors contracting with the City to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. .

HB 89: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel. 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>

SB 252: Beginning September 1, 2017, a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. 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>



**City of League City
House Bill 89 Verification**

I, _____ (Person name), the undersigned representative
of _____ (Company or Business name)

_____ (hereafter referred to as company) being an adult over the age of
eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and
verify under oath that the company named-above, under the provisions of Subtitle F, Title 10,
Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared
_____, the above-named person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City 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 sheet 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.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- ☐ The proposal/offer submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/offer submitted **contains confidential information** which is labeled and which may be found on the following pages: _____
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/OFFER