



REQUEST FOR PROPOSALS (RFP)

RFP #20-Fire-001 (R)

All-Hazards Response Boat

The City of League City is now accepting sealed proposals for an All-Hazards Response Boat.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Tuesday, November 19, 2019.** (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: #20-Fire-001 (R) All-Hazards Response Boat

DELIVERY ADDRESS: Please submit one (1) marked original and five (5) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 7:30 am to 5:30 pm
Friday: 7:30 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 RFP must be made, in writing, to Purchasing Department, at purchasing@leaguecitytx.gov 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 Wednesday, November 13, 2019 by 2:00 p.m.

Released: Monday, November 4, 2019



City of League City
Request for Proposal #20-Fire-001 (R)
All-Hazards Response Boat

1. Introduction:

The City of League City is soliciting proposals from firms who are interested and qualified to produce an All-Hazards Response Boat. It is the intent of the City to select a single firm to accomplish all specifications outlined in this RFP..

1.1 Clarification and Interpretation of RFP

1.1.1 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.

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 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 other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2018 population of approximately 106,803. 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 (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.



3. Scope of Work:

The City of League City seeks competitive bids on an all-hazards response boat. Aside from the specifications please include in your statement of qualifications:

- Information about Quality Assurance Process
- Warrant Information
- Capabilities
- Relevant Experience (To include pictures of other relevant projects)
- General Arrangement and Drawings
- Timeline of build from contract award to delivery
- Qualifications
- Delivery no later than January 2021

All vendors shall be within 500 miles of 555 W. Walker, League City, TX 77573

A. GENERAL SPECIFICATIONS:

1. Hull Length: 30' minimum and 34' maximum (does not include outboard engines, engine bracket, engine guard, or rub rails)
2. Beam: 10 feet minimum (does not include rub rails)
3. Overall height not to exceed 13'6" to highest fixed point while on trailer and attached to a tow vehicle.
4. Draft should not exceed 24 inches from the keel to the waterline.
5. Person and cargo capacity 4,000 lbs.
6. Boat weight 15,200lbs approx.
7. Trailer weight 2,900lbs approx.
8. Combined boat and trailer weight 18,100 lbs. approx.
9. Fire pump rated at 800 - 1000 GPM at 150psi.
10. All outfitting to be marine grade

B. HULL DESIGN & OUTFITTING:

1. Hull shall be a mono-hull style modified "V" with dead rise to be determined by the builder to meet draft and performance requirements.



2. The boat shall have a bow door sized for personnel only (width should accommodate a standard stokes basket approximately 25"). The door shall have the ability to be latched in closed position.
3. Two 34" clear opening dive doors, one on the port side and one on the starboard side
4. Aluminum hull with rubber rub rail with swimmer's grab rails just above the waterline on port and starboard sides of vessel.
5. All decks shall be designed to be self-bailing and provide sufficient water egress.
6. Deck shall be the same level forward and aft to include the ability to walk around the pilot house on the deck.
7. Sacrificial anodes shall be provided to protect against galvanic corrosion.
8. The pump compartment shall be designed to facilitate easy access for pump, engine and mechanical maintenance.
9. A 3/4" aluminum double pad eye will be incorporated into the keel.
10. 1 ½" pipe safety railings are installed 6" above gunnel from dive doors, forward 72". Final hand rail designs will be approved by the customer prior to the start of manufacture.
11. Eight (8) 10" welded aluminum cleats.
12. Bottom plating .250" 5086
13. Side plating .190" 5086
14. Deck plating .124" 5086
15. Deck structure and component material are aluminum, they consist of 5086 aluminum alloy with thicknesses of .190", .250", and .375", and are fully welded to the hull and all deck height transverse bulkheads and longitudinal girders to contribute to the strength of the hull.
16. 3" Duramax D shaped rub rail along the full length of the boat at the gunnel height. With 5 diagonal D fenders installed both port and stbd.
17. Minimum of 2000GPH automatic bilge pumps. The number of pumps and locations to be determined by the vendor in accordance with applicable design standards and best practices.
18. One (1) T-handle drain plug.
19. ABYC approved carbon monoxide detector in cab. Gasoline fume detector in the pump engine compartment.



20. Recessed deck tie downs and a water wash down system.

C. WELDING:

1. The hull and superstructure are constructed of marine grade aluminum and MIG and TIG welded throughout.
2. All water seams are welded 100% on both sides.
3. Longitudinal structural members are stitch welded on opposite sides.
4. Hull plating and welds shall meet or exceed all applicable ABYC, ABS, or USCG standards

D. FUEL SYSTEM:

1. 160-gallon fuel tank minimum. Fuel supply for the fire pump is direct piped to the vessel fuel tank. The tank is made of aluminum. The tank is internally baffled to prevent shifting of the fuel load, and to ensure fuel pickup tube remains submerged in fuel. Shall be NFPA compliant.
2. Fuel tank is EPA compliant and meets all venting and overflow safety requirements.
3. Withdrawal tubes are stainless steel.
4. A WEMA fuel sender is attached to a NMEA fluid level interface to supply data to electronic gauges.

E. TOWING EQUIPMENT:

1. Minimum of 2" double pipe motor guard with tow line guides. The guard shall have an integrated stokes basket rack on top of guard.
2. Tow post shall be fitted aft on centerline.
3. Push knees shall be provided on the forward bow with Duramax rubber D shaped bumpers.
4. Scuba bottle storage will be provided forward. Quantity 4. Bottle storage when not in use will need be on spring hinges or equivalent. Final position of scuba bottle storage to be determined during pre-construction.

F. PILOT HOUSE

1. Note: measurements and arrangements are approximate and will be determined by the builder and the department during design prior to the start of manufacture.
2. The walk around pilot house 9' long by 8' 1" wide, with an interior clearance height of 76".



3. The pilot house is fully enclosed. Component material is all welded construction of 5086 aluminum alloy of 3/16" thickness.
4. The pilot house is equipped with two forward leaning windshields. One sliding and one fixed clamped tempered safety glass window on each side and two fixed clamped windows on aft wall of pilot house. One lockable hinged folding door on the aft face of the house.
5. The pilot house will have 4 overhead windows. Two over captain's head and two over passenger head.
6. The dash console provides ample room for electronics, throttles, switches, and steering wheel with cable components. Steering wheel to be outfitted with a speed wheel for low speed maneuvers.
7. Pilot house will have 2 ventilation/defrost fans to circulate air around windshield and cabin area.
8. 110V/220V rooftop unit for heating and A/C.
9. Includes marine fire extinguishers meeting or exceeding USCG or ABYC standards.
10. Helm station is starboard, overhead radio rack and final helm and console arrangement will be approved by the customer prior to the start of manufacture.
11. For proposal purposes, the following grab rails are anticipated. There is a grab rail alongside of the roof gutters on port and starboard sides. Final location and design of grab rails will be approved by the customer prior to the start of manufacture.
12. There are 2 overhead grab rails running lengthwise in the pilot house ceiling.
13. There is a grab rail near the console at the pump control station.
14. There are 2 grab rails on the exterior forward bulkhead of the pilot house.
15. There are 2 grab rails on the exterior aft bulkhead of the pilot house.
16. Four 12V red/white LED dome lights installed overhead inside of the cabin.
17. Suspension Seat and seat box with storage is provided for operator and navigator
18. Horn and compass provided.
19. Two additional suspension seats with seat box on starboard aft of the operator.
20. One padded bench along interior port wall of pilot house with storage beneath; sized for a stokes litter
21. Pilot house fitted with manual folding mast for installation of lighting and electronics.



22. All pilot house configuration specifications are anticipated. Final design will be approved by the customer prior to the start of manufacture.
23. Electric, remote LED spot light installed on pilot house.
24. AM/FM radio with a minimum of two speakers in the pilot house

G. ELECTRICAL SYSTEM:

1. The vessel's electrical system is 12VDC and 120VAC 60 Hz.
2. All electrical cable is marine grade tinned copper wire and labeled for each circuit.
3. Cables are routed in wire ways wherever possible. Cables are protected wherever exposed to potential damage.
4. Electrical cables are sized in accordance with the American Boat & Yacht Council recommendations.
5. All electrical cables are marked in accordance with the markings in electrical drawings.
6. All electrical switches are of marine grade and properly insulated.
7. The electrical system is grounded. The hull is not used as part of a galvanic feeding loop.
8. Wiring for radios, and all electronics are protected with circuit breakers. Additional circuit breakers are provided for future expansion of the electrical system.
9. Electrical compartments are provided in the cabin to house the electrical power, circuit protection and control components. Serviceable components are accessible. Power, circuit protection and control components are protected against the following: corrosion, excessive heat, excessive vibration, water spray and EMI and RFI.
10. Mounting plates for antenna are on the roof.
11. Heavy-duty wiper system.
12. Two (2) 12-volt power outlets and two (2) USB charging ports are provided in the dash console.
13. All wiring to be labeled at both ends.
14. Wiring diagrams and instruction manuals for manufacturer furnished items shall be provided on delivery.

H. BATTERIES:

1. Four marine batteries are installed complete with battery switches.



2. Two batteries are installed as the engine starting bank, one is for starting the pump motor and one is a dedicated house battery. A four-position battery distribution panel, located on the console, includes a battery switch for each battery, crossover switches to allow jumping in case of a dead battery, and 3 automatic charging relays that direct the alternator or battery charger to the weaker battery. All battery switches are located on lower panel of console.
3. All batteries shall be charged by the engines as well as by shore power.
4. All of the batteries are installed in plastic battery trays below a deck hatch outboard of the cabin.

I. 120V AC ELECTRICAL:

1. A 30-amp shore power system installed to supply battery charger.
2. Appropriate battery chargers are installed for use with the shore power system above.
3. Westerbeke 5 Kw generator (or equivalent) is installed to provide AC power

J. 12V DC ELECTRICAL:

1. Two Blue Seas 6 position distribution panels are installed on the console.
2. LED Navigation lights are installed to meet USCG requirements with hinging anchor light mast.
3. 12V 2000 GPH bilge pumps are installed with automatic float switch.
4. Includes 2 Blue Seas 12v/USB charging ports.
5. Additional breaker switches to be added for future addition of lighting.

K. PROPULSION:

1. A minimum of Twin Four Stroke outboards of 300HP or greater with appropriate shaft size as determined by the builder will be provided. These are complete with a fuel management system, dual key management system, dual key switch panel, power trim and tilt, harnesses. Minimum top speed of 38 knots.

L. FIRE PUMP:

1. The fire pump provided must be gasoline fueled, powered by a dedicated engine and capable of producing 800-1000 GPM at 150psi at the pump.
2. The pump control station is an FRC Pump Boss 200 Pressure/ RPM controller (or equal).
3. FRC dash mounted pressure (psi) and flow (gpm) meter.



4. Remote control 6" stainless shut off valve between the sea chest and pump with controls on the main console in the pilot house.
5. TFT Inline foam inductor with 6-7 ft pickup tube
6. TFT Monitor appropriately sized for fire system on front of boat with interchangeable fog nozzle and smooth bore with stacked tips and stream straightener. Location of monitor to be near the bow door however exact location will be determined during pre-construction.
7. Two (2) TFT 2.5 male gated NST discharges one 5" TFT LDH discharge terminated with a 5" Storz connection.
8. The pump is configured with through-hull suction into a sea chest with a minimum of 6" intake. The sea chest has a screened inlet, and a valve at the sea chest outlet.
9. Monitor to be manually operated
10. Fresh water flushing port installed just ahead of sea chest valve.
11. Fire suppression system is included in pump engine space.

M. PAINT AND GRAPHICS:

1. Deck area and interior/exterior of pilot house are painted with non-skid texture paint.
2. Single reflective red stripe around the exterior hull of vessel near the top of the hull.
3. Graphics "League City Public Safety" on pilot house along with League City Fire Department patch and League City Fire Marshal's Patch. Vector files of patches will be provided to the vendor. All graphics to be reflective.
4. Anti-Foulant Paint (hull) is provided.

N. ELECTRONICS:

1. One (1) Raymarine VHF provided.
2. Two (2) Raymarine Axiom Pro 9-inch (or larger) MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.
3. Raymarine Radar/radome provided.
4. Install one Motorola APX 8500 radio. Radio will be provided by agency.



O. EMERGENCY LIGHTING, SIREN, AND WORK LIGHTS:

1. Whelen Ion trio or equivalent emergency lighting shall be provided. Emergency lighting shall be visible from 360 degrees around the vessel. (Red/Blue/White)
2. LED Flood / work lights (4). These lights to be mounted on the pilot house and to illuminate the water around the boat. Also, the rear light to illuminate the deck area.
3. Courtesy lights for walkway illumination, red in color.
4. Siren / loudhailer with control panel shall be provided.

P. TRAILER:

1. A custom aluminum triple axle bunk trailer complete with electric brakes, spare tire, and tongue jack on trailer.
2. Galvanized steel wheels and electric disc brakes.
3. An adjustable bow stop and winch stand is provided with a manual 2-speed winch and strap.
4. Trailer LED lights are submersible.

Q. WARRANTY:

1. Warranty includes 1 full year limited warranty from bow to stern of vessel.
2. 10-year structural warranty on all hull, deck and cabin parts (including fuel tank).
3. All OEM equipment warranties passed through to customer.

ALTERNATES (Priced separately):

1. Furuno Solid Sate Doppler Radar Model DRS4D-NXT or equivalent
2. Multi-function display: Furuno TZTL15F (15.6" display) or equivalent
3. Furuno Class B AIS FA-50 or equivalent
4. 2 – Handheld thermal imager FLIR OS 640
5. FLIR M 324CS Infrared camera
6. Minimum of 2 days of onsite training in League City, TX for minimum of 10 personnel



7. Jack Plates for all propulsion engines
8. 2 sliding doors on pilot house one next to the captain seat (starboard) and one next to the navigator seat (port)
9. Two (2) Raymarine Axiom Pro 12 MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.
10. One additional electric LED remote spot light installed on pilot house
11. On the aft of the boat near the starboard dive door, a removeable winch structure to lift a minimum of 300 lbs.
12. Replace two additional suspension seats with seat box on starboard aft of operation padded bench along interior starboard wall of pilot house with storage beneath; sized for stokes litter.
13. On forward part of cabin, approximately ½ size in height access door, water tight, for personnel to exit cabin onto forward deck space.
14. 15-year structural warrant on all hull, deck and cabin parts

4. Contract Terms and Conditions:

4.1 General

This contract is for a term not to exceed two (2) years (proposers to submit schedule), with extension terms available, upon agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as 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 “Indemnitee”) 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 Proposers:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall 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.

5.1.1 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.

5.1.2 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 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 Submission Package

Proposer's submission package shall consist of the following:

- i. Completed Proposal Cover Sheet
- ii. Tab A - Qualifications and Experience
- iii. Tab B - Project Methodology
- iv. Tab C- Pricing and Fees
- v. Tab D- Statement of Qualifications, to include References
- vi. Financial Statements, last 12 months
- vii. Tab E- Conflict of Interest Questionnaire
- viii. Tab F- Proposer Certification/Addenda Acknowledgement and Addenda(s), if applicable
- ix. House Bill 89 Verification Document
- x. Public Information Act form
- xi. Texas Public Information Act

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 Proposals Issued: November 4, 2019

Deadline for Submitting Questions: November 13, 2019, 2:00 p.m.

Proposal Submission Deadline: November 19, 2019, 2:00 p.m.

Selection Process: November 19, 2019 beginning at 2pm

Planned Award of Contract: December 2019

Planned Notice to Proceed Issued: December 2019

5.3 Statement of Compliance

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.

5.4 TAB A – Qualifications and Experience

- 5.4.1 Briefly introduce your organization, providing a summary of the administration and staffing of your agency, including multiple offices, if applicable.
- 5.4.2 Describe the experience of your organization in the last thirty-six (36) months in performing services of similar size and scope.
- 5.4.3 Give a detailed description of your facility. Photos and other printed material can be used to aid in your description.

5.5 TAB B – Project Methodology

- 5.5.1 Provide an estimated timeline to complete the proposed work



- 5.5.2 Provide Drawings and/or Proof of Concept as well as production of all-hazard boat information
- 5.5.3 Provide Product shipment and Deliver Information
- 5.5.4 Provide any warranty and after shipment maintenance/repair information.
- 5.5.5 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.
- 5.6 **TAB C – Pricing and Fees**
 - 5.6.1 The proposal shall provide a breakdown of fees for each phase of the project to include itemization of all costs (i.e., applicable delivery fees, manpower hours etc.)
 - 5.6.2 The proposal shall include an hourly fee schedule for additional services required for successful completion of this project but not specifically identified in this RFP or optional services that may enhance the City's benefit.

The City is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

- 5.7 **TAB D – Statement of Qualifications to include References**
 - 5.7.1 Provide at least five (5) references for governmental agencies for which you have provided this type of services. Include the name of the agency, contact name, telephone, email address, dates/length of the contract, and a brief summary of the work.
 - 5.7.2 Include names, telephone numbers and e-mails of person who the City of League City can contact for references regarding the firm's past performance on similar projects.

5.8 **TAB E – Conflict of Interest**

- 5.8.1 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 RFP, 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	Andy Mann
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Chad Tressler
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Odgen “Bo” Bass
	Assistant City Manager	Michael Kramm
	Fire Chief	Gary Warren
	Asst. Fire Chef/Fire Marshal	Tommy Cones
	Deputy Fire Marshal	Jeff Allen

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 – 20 pts**
 - 6.1.2 **Schedule/Project Methodology/Drawings & Proof of Concept – 30 pts**
 - 6.1.3 **Pricing and Fees– 30 pts**
 - 6.1.4 **References – 20 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 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.
- 6.5 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 RFP 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.



Request for Proposal Cover Sheet

DUE DATE: Tuesday, November 19, 2019 by 2:00 p.m.

OFFEROR FORM – Base

In accordance with the attached instructions, terms, conditions, and Scope of Specifications we submit the following proposal to City of League City.

TOTAL PROPOSED COST

\$ _____

Total Proposed Costs in Words

All prices are to be F.O.B. Destination. Any freight/delivery charges are to be included.



OFFEROR FORM – Alternates

Alternate Item	Total Price
1. Furuno Solid Sate Doppler Radar Model DRS4D-NXT or equivalent	
2. Multi-function display: Furuno TZTL15F (15.6" display) or equivalent	
3. Furuno Class B AIS FA-50 or equivalent	
4. 2 – Handheld thermal imager FLIR OS 640	
5. FLIR M 324CS Infrared camera	
6. Minimum of 2 days of onsite training in League City, TX for minimum of 10 personnel	
7. Jack Plates for all propulsion engines	
8. 2 sliding doors on pilot house one next to the captain seat (starboard) and one next to the navigator seat (port)	
9. Two (2) Raymarine Axiom Pro 12 MFD touchscreen with GPS, Chart plotter, side scan, maps and transducers. Real vision 3D all in one sonar.	
10. One additional electric LED remote spot light installed on pilot house	
11. On the aft of the boat near the starboard dive door, a removeable winch structure to lift a minimum of 300 lbs.	
12. Replace two additional suspension seats with seat box on starboard aft of operation padded bench along interior starboard wall of pilot house with storage beneath; sized for stokes litter.	
13. On forward part of cabin, approximately ½ size in height access door, water tight, for personnel to exit cabin onto forward deck space	
14. 15-year structural warrant on all hull, deck and cabin parts	



Name of Firm/Company

Agent's Name (Please Print)

Agent's Title

Mailing Address

City

State

Zip

Telephone Number

Cell Phone Number

Email Address

Authorized Signature

Date



PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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.

Bidder 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.

Bidder guarantees product offered will meet or exceed specifications identified in this RFP.

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

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

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

Bidder 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: _____



NO PROPOSAL NOTIFICATION

RFP #20-Fire-001
All-Hazards Response Boat

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF LEAGUE CITY is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product.

_____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)

_____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)

_____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a previous contract by the City when you felt you were low bidder.

_____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.



SECTION II – GENERAL SPECIFICATIONS

1.0 INTENTION OF SPECIFICATIONS

The City of League City is now accepting sealed proposals for All-Hazards Response Boat.

2.0 PROPOSAL ACCEPTANCE

The City of League City reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By bidding, the Contractor acknowledges and will adhere to all bid specifications as stated within this bid packet.

3.0 TERM OF CONTRACT

This contract is for a term not to exceed two (2) years (proposers to submit schedule), with extension terms available, upon agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

4.0 TERMINATION OF CONTRACT

The City of League City reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Contractor:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By failing to respond within the prescribed time, including weekends and holidays.
- f. By providing substandard service, or service the City deems to be otherwise unacceptable.
- g. Multiple instances of missed pickups.
- h. Additionally, the City and Contractor reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

5.0 EVALUATION AND AWARD

The City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to: (a) adherence to service description/specification/qualification requirement; and (b) price. The City of League City reserves



the right to accept or reject any bid or combination of bids deemed advantageous to it; however, it is the intent of the City to award to a single service provider representing the best value to the City with regard to the factors cited above.

6.0 SPECIFICATION CHANGES

NO PERSON has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and posted to the City of League City website at: <http://leaguecitytx.gov/bids.aspx>.

7.0 INVOICES

Invoices must be itemized and issued by department on a monthly basis. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction. Invoices submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St, League City, TX 77573 and emailed to accountspayable@leaguecitytx.gov.

8.0 REFERENCES

Provide references for similarly successful projects from five (5) agencies, firms, or industry customers, to include the name of the agency/firm, contact name, telephone and **email address**.

9.0 INDEMNITY CLAUSE

The Contractor agrees to indemnify and save harmless the City of League City and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Contractor under this contract, and including acts or omissions of the City of League City or its officers, agents, or employees in connection with said contract.

10.0 EQUAL OPPORTUNITY EMPLOYER

The successful Contractor shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

11.0 INSURANCE REQUIREMENTS

An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed below.



Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

(a) 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

(b) 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 \$1,000,000.00.

(c) 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/aggregate; Property Damage \$1,000,000.00 per each occurrence;

(d) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

An original, certified copy of an insurance certificate listing the City of League City as additional insured, must be submitted within ten (10) days of request. The successful Contractor will be required to maintain, at all times during performance of the contract, the insurance detailed on the "Insurance Requirements" form, which is provided as an attachment. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

12.0 PRICING

Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the initial contract. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

13.0 COMPLIANCE

All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

14.0 ASSIGNMENT

The successful Contractor may not assign, sell or otherwise transfer this contract without prior written consent of the City of League City.



15.0 CONTRACTOR'S RESPONSIBILITY

At the time of the opening of bids, each Contractor shall be presumed to have inspected the sites (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Contractor to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

16.0 ALTERNATE VENDOR(S)

To insure an uninterrupted source of service, City of League City reserves the right to award multiple contracts. The entire contract will be awarded to a "primary" Contractor as the lowest responsive and responsible Contractor, and an "alternate" Contractor for use as necessary due to time constraints, availability, etc., on the part of the primary. City of League City reserves the right to use other vendors when the response time is not met. Also, the City shall reserve the right to purchase from the alternate source if the following conditions exist:

16.1 Service and/or products are not acceptable (does not meet specifications), and Contractor fails to provide alternate, acceptable offering;

16.2 Contractor fails to respond to need for service, i.e. does not return phone calls.

17.0 ESTIMATED QUANTITIES

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.

18.0 COMPLIANCE WITH LAWS

Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

19.0 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.



20.0 SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

21.0 ETHICS ACKNOWLEDGEMENT

Contractor hereby acknowledges that it is familiar with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two (2) years after the commencement of this contract or agreement Contractor hires a City official, former City official, appointed City officer, former appointed City officer, appointed City executive employee, or former appointed City executive employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or Contractor shall be barred from additional contracting with the City of League City for a period of three (3) years.

22.0 CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer of family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at:

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

23.0 RIGHT OF ASSURANCE

Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform.



In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

24.0 DISCLOSURE OF INTERESTED PARTIES

In compliance with Texas Government Code § 2252.908, the winning bidder must submit a Disclosure of Interested Parties (Texas Ethics Commission Form 1295) to the City at the time of contract execution. Pursuant to the rules prescribed by the Texas Ethics Commission (TEC), Form 1295 must be completed online through the TEC's website, www.ethics.state.tx.us/file, where it will be assigned a certificate number. The winning bidder must print, sign and notarize, and provide to the City. Neither the City nor its consultants have the ability to verify the information included in Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

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/bid 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/bid 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: _____



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 [REDACTED] ("Contractor"), located at [REDACTED] 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 [REDACTED].
2. **Term and Termination:** This Agreement shall begin on [REDACTED], and shall terminate on [REDACTED]. 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 [REDACTED] renewal option(s) with a term of [REDACTED] 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 \$ [REDACTED] 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 [REDACTED] is required/[REDACTED] 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
19. 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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.



27. **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
28. 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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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

Scope of Services/Description of Products

(Exhibit A has a total of [Click or tap here to enter text.](#) page(s), which includes this page)

[Click or tap here to enter text.](#)