



ITB 26-031

Emergency Generators (RE-BID) – FEMA Funding

The City of League City is now accepting sealed bids for emergency generators. Sealed bids must be received by 10:00 a.m., CST, Thursday, March 12, 2026. The clock located at the front desk in City Hall will be the official time. Bids received after this deadline will not be opened and will be considered void and unacceptable.

The question deadline for this bid is Thursday, March 5, 2026, at 5:30pm, and the final addendum will be posted by Monday, March 9, 2026, at 11:00am.

Bids will be publicly opened and read aloud immediately following the due date and time at City of League City Civic Center, 400 West Walker, League City, TX 77573.

The complete ITB packet may be obtained from the City's website at:

<https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this ITB must be submitted in writing by emailing the Purchasing Department at: purchasing@leaguecitytx.gov.

First Publication: February 26, 2026

Second Publication: March 5, 2026

ITB 26-031

Emergency Generators (RE-BID)

1. INTRODUCTION

The City of League City is now accepting sealed bids for four (4) generators to be used as emergency back-up power sources for the following locations within the City: City Hall Annex, Civic Center, Public Works Operation Center, and Community Center.

1.1. CLARIFICATION AND INTERPRETATION OF ITB

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

1.1.2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the bid 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 the response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2. PURPOSE

The purpose of this ITB is to provide minimum requirements, solicit bids and gain adequate information from which the City may compare providers as they pertain to the needs of the City's organization as defined in this document.

1.3. CONFIDENTIAL OR PROPRIETARY INFORMATION

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

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

that will be used in future solicitation or bid documents; or give advantage to a competitor.

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

1.3.1. City will make a good faith effort to notify the vendor in writing that the information has been requested no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) why the information should be withheld and a letter, memorandum, or brief in support of that reason.

1.3.2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contains the substance of the information requested, the copy sent may be a redacted copy.

1.3.3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

DEFINED TERMS:

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

Trade Secrets – all forms and types if information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method,

Technique, process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

1.4. BACKGROUND INFORMATION

League City is a home-rule, incorporated city with a 2024 population of approximately 121,598. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeastern 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.

2. INSTRUCTIONS TO BIDDERS

2.1. BID ACCEPTANCE

The City of League City reserves the right to accept or reject any and all bids, to accept any bids deemed advantageous and to waive irregularity in the bids. By bidding, the bidder acknowledges and will adhere to all bid specifications as stated within this bid packet. Only the services submitted and listed in this bid package and included in any addendums will be considered. The City reserves the right to disqualify bidders who attempt to alter or modify the instructions or specifications.

2.2. BID TIMELINE

Invitation for Bids Issued	02/26/2026
Deadline for Submitting Questions	03/5/2026 at 5:30pm
Deadline to Submit Equivalentents for Approval	03/5/2026 at 5:30pm
Bid Opening	03/12/2026 at 10am
Anticipated Notice to Proceed Date	03/18/2026

2.3. BID FORMAT

When submitting your bid, please be sure to include the following items, in the following order:

- 2.3.1. Completed and SIGNED Bid Cover Sheet (Attachment A)
- 2.3.2. Public Information Act (Attachment A)
- 2.3.3. Conflict of Interest Questionnaire (Attachment A)
- 2.3.4. HB 89 Form (Attachment A)
- 2.3.5. Bid Cost Sheet (Attachment A)
- 2.3.6. Bidder Certification & Addendum Acknowledgement (see Cover Sheet)
- 2.3.7. References

2.4. BID SUBMISSION

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

2.4.1. Public Purchase – Electronic Submission

Bids can be received electronically through www.publicpurchase.com.

Instructions for Public Purchase can be found on Attachment C. Please be advised that it can take up to 24 hours for an account to be active with Public Purchase. If you need assistance with the process, you can contact Public Purchase at support@publicpurchase.com. Bid bond is still required to be submitted as a hard copy.

2.4.2. Bid Bond Requirement

Each bid shall be accompanied by a bid guarantee in the amount of five percent (5%) of the total bid price. The bid guarantee may be in the form of a bid bond issued by a surety authorized to do business in the State of Texas, or a cashier's check or certified check payable to the City of League City. Any bid bond shall comply with applicable federal requirements.

For electronic submissions through Public Purchase, the original bid bond or check must be delivered in hard copy to the Purchasing Department prior to the bid opening deadline. Failure to provide an acceptable bid guarantee in the required amount and form may result in the bid being deemed non-responsive.

2.4.3. Delivery or Mail – Hard Copies

Hard copy bids can be submitted with one (1) marked original and one (1) marked copy, properly labeled and clearly marked with the bid number and description. Hard copies should be delivered to:

City of League City
Purchasing Department - City Hall
300 West Walker St. 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. Mark envelope/package: 26-031 Emergency Generators

2.4.4. Sites Visits – Upon Request

Site visits may be arranged upon request. The City will make representatives available to provide a coordinated tour of all generator locations for interested bidders.

2.5. BID OPENING

Bids will be publicly opened and read aloud immediately following the due date and time. Bidders can attend in person at the address below.

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

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

2.6. BID AWARD

It is the intention of the City to award this bid to the lowest reasonable and responsible bidder. The City reserves the right to make a single award or multiple awards, whichever is in the best interest of the City to accomplish all services outlined in this bid. The City reserves the right to disqualify any bidder who attempts to alter or modify the specifications listed in the scope of work.

2.7. REFERENCES

Bidder is to provide at least five (5) references, with at least two (2) from governmental agencies, for which you have provided this type of goods/services. Include the name of the agency, contact name, telephone number, email address, date/length of the contract and a brief summary of work performed.

3. SCOPE OF WORK

3.1. INTRODUCTION

The City of League City seeks competitive bids for Emergency Generators. The purpose of these specifications is to describe the minimum requirements of the City of League City for the awarded contract. This bid is grant-funded and subject to all federal requirements governing FEMA – Hazard Mitigation (Disaster-Related)-funded purchases. This does not require BABAA. See Attachment C for further detail on the requirements associated with federally funded procurements.

Davis-Bacon Act Applicability. This project is funded under FEMA's Hazard Mitigation Assistance (HMA) Program. The Davis-Bacon Act does not apply to HMA-funded projects because it is not required by the program's authorizing statutes. Accordingly, prevailing wage requirements under the Davis-Bacon Act are not applicable to this solicitation or the resulting contract.

3.2. TECHNICAL SPECIFICATIONS AND INSTALLATION REQUIREMENTS

The following specifications set forth the minimum technical and installation requirements for the generators sought by the City:

- The City is seeking generators from the following manufacturers, or equivalent: Cummins, CAT, Gillette, and MTU. The City reserves the right to determine what qualifies as an equivalent.
 - **Contractors seeking to use an “equivalent” generator must submit the specification sheets for those generators to the City by March 5th, 2026, for approval and verification of minimum requirements.**
- Contractor must obtain a building permit from the City (at no cost) as part of its installation activities for the generators. As part of the permitting process, Contractor shall submit complete plans and specifications for review and approval, demonstrate compliance with all applicable City codes, ordinances, and regulations, and submit to all required inspections by City officials.
- **Due to FEMA funding requirements, all equipment must be installed by June 4th, 2026; therefore, please bid only on items that you will be able to complete the installation by that deadline.** Include with your bid the delivery timeline for each generator.
 - The City's funding is tied to FEMA and expires if the deadline is not met; accordingly, the City will not pay for any individual generator that is not delivered and fully installed by June 4th, 2026.
- All components of the generator must be able to operate under extreme heat, more than 110 °F.
- The City requests that all generators be backed by a comprehensive 5-year warranty and prefers that generators be backed by a national or worldwide distributor. The City expects the awarded contractor to respond within two (2)

- hours to service requests and be onsite within no more than four (4) hours.
- Generators and exhaust discharge must be compliant with all applicable local, state and federal codes and standards.
 - Contractor must certify that kilowatt sizing of natural gas generators are the appropriate sizes for each site.
 - A City representative will be present for all megohmmeter testing. Starting and stopping point for these tests will be between the existing generator and the existing transfer switch, should contractor choose to utilize pre-existing wires.
 - There is no guarantee that the conduits housing existing wires are intact.
 - City will provide a new gas line and meter for each generator. New meters will be within 25 feet of each generator's location. Contractor will be responsible for connecting generator to gas line during installation. If gas line is not available at time of installation, contractor will be responsible to provide equipment necessary to complete a reasonable test.
 - The power provider for all buildings in this project is Texas New Mexico Power

The following identifies the minimum required components and installation elements for each specified location:

City Hall Annex (Voltage: 480v 3 phase):

500 W Walker Street, League City, Texas 77573

- Minimum 150 KW Natural Gas Generator with OmniMetrix generator monitoring or approved equal that is compatible with all manufacturers
- ATS 600A Service Entrance Rated NEMA 3R minimum
- Installation of Generator Foundation and Electrical
- Electrical Material, Copper Wiring, Conduit
- Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.
- Maximum 75 dBA measured at 23 feet.
- Crane to Lift, Transport, and Place Generator
- Megohmmeter testing of existing wires (if required/needed)
- Removal/disposal of existing generator & transfer switch
- Pour Concrete Pad
- Training
- Delivery (include price, if any, & delivery time)
- 5-year Warranty

Civic Center (Voltage: 120/208 3 phase):

400 W Walker Street, League City, Texas 77573

- Minimum 150 KW Natural Gas Generator with OmniMetrix generator monitoring or approved equal that is compatible with all manufacturers
- ATS 600A Service Entrance Rated NEMA 3R minimum
- Installation of Generator Foundation & Electrical & Regulator
- Electrical Material, Copper Wiring, Conduit
- Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.
- Maximum 75 dBA measured at 23 feet.

- Crane to Lift, Transport, and Place Generator
- Megohmmeter testing of existing wires (if required/needed)
- Pour Concrete Pad
- Training
- Delivery (include price, if any, & delivery time)
- 5-year Warranty

Public Works Operations Center (Voltage: 480v 3 phase):

1701 W League City Pkwy, League City, Texas 77573

- Minimum 150 KW Natural Gas Generator with OmniMetrix generator monitoring or approved equal that is compatible with all manufacturers
- ATS 600A Service Entrance Rated NEMA 3R minimum
- Installation of Generator Foundation & Electrical
- Electrical Material, Copper Wiring, Conduit
- Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.
- Maximum 75 dBA measured at 23 feet.
- Crane to Lift, Transport, and Place Generator
- Megohmmeter testing of existing wires (if required/needed)
- Pour Concrete Pad
- Training
- Removal/Disposal of Existing Generator
- Delivery (include price, if any, & delivery time)
- 5-year Warranty

Community Center (not a registered historic building; Voltage: 480v 3 phase):

400 S Kansas Ave, League City, Texas 77573

- Minimum 200 KW Natural Gas Generator with OmniMetrix generator monitoring or approved equal that is compatible with all manufacturers
- ATS 400A Service Entrance Rated NEMA 3R minimum
- Install Generator Foundation
- Electrical Material, Copper Wiring, Conduit
- Install Electrical
- Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.
- Maximum 75 dBA measured at 23 feet
- Crane to Lift, Transport, and Place Generator
- Megohmmeter testing of existing wires (if required/needed)
- Training
- Delivery (include price, if any, & delivery time)
- 5-year Warranty

4. PROCEDURE AND CONDITIONS

4.1. GENERALLY:

4.1.1. Upon award and execution by the parties, this ITB shall form the basis of a binding contract between the City and the successful bidder. The terms, conditions, and requirements set forth in this ITB are incorporated into and made part of the City's standard agreement, a copy of which is included in this bid package.

4.1.2. The City, acting through the City Manager or designee, reserves the right to waive or deviate from nonmaterial terms, conditions, or requirements of this ITB when such action is determined to be in the best interest of the City. The City retains sole discretion to determine whether a term is nonmaterial and whether a deviation is appropriate on a case-by-case basis, and such determinations shall be final. By submitting a bid, the bidder acknowledges and accepts this reservation of rights and waives any claim against the City, its officials, or employees arising from the exercise of such discretion.

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

4.3. PERFORMANCE AND PAYMENT BONDS

4.3.1. Before beginning the installation work, the City shall require the successful bidder to furnish a Performance Bond and a Payment Bond, depending on the nature and value of the contract. The Performance Bond shall be in the amount of the contract and conditioned on the faithful performance of the work in accordance with the contract documents. The Payment Bond shall be in the amount of the contract and for the protection of persons supplying labor or materials for the work.

4.3.2. The bonds shall be furnished within fifteen (15) days after issuance of the Notice to Proceed and prior to commencement of installation work. The bond shall be executed by a corporate surety authorized to do business in the State of Texas, be payable to the City, and be in a form acceptable to the City.

4.4. **DOCUMENTATION:** Bidders shall provide with their response all documentation required by this Invitation to Bid (ITB). Failure to provide this information may result in rejection of the bid.

4.5. **QUANTITIES:** The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price, subject to FEMA approval.

4.6. **TAX EXEMPTION:** The City is not liable to bidders 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 bidder.

4.7. **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 bid may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

4.8. **EVALUATION PROCESS:** After receipt of the bids, City of League City will evaluate the bids based upon the evaluation criteria set forth in the ITB. It is the City's intent to enter into a contract with the lowest priced bidder(s). The City reserves the right to award a contract(s) on the basis of the low bid for each item or the total low bid. In the alternative, the City reserves the right to reject any and all bids.

4.9. **COSTS TO SUBMIT:** The City of League City will not be liable for any costs incurred

- by any bidder in preparation of a submittal in response to this ITB, in conduct of a presentation, or any other activities related to the response of this ITB.
- 4.10.INSURANCE REQUIREMENTS: Bidder shall maintain, at their sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth in the contract with companies satisfactory to the City 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 contract shall be delivered to the City within fifteen (15) days that Notice to Proceed has been accepted by bidder.
- 4.11.ADDENDA: Any interpretations, corrections or changes to this ITB and specifications will be made by addenda. The sole issuing authority of such addenda shall be the City of League City Purchasing Department. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/Bids.aspx>. Once issued, an addenda becomes a part of the ITB documents. Bidders shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within Attachment A.
- 4.12. LATE SUBMISSIONS: Bids 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 front desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.
- 4.13. ALTERING SUBMISSIONS: Bids cannot be altered or amended after the submission deadline. Any alterations or amendments made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 4.14.AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids.
- 4.15. OFFER AND ACCEPTANCE OF MANDATORY TERMS: The City is a governmental entity subject to State and Federal law and has an obligation to safeguard public funds. Accordingly, certain mandatory terms must be included in any contract resulting from this ITB. This project is funded in whole or in part with federal grant funds, and the successful bidder will be required to execute the City's standard agreement, which includes all provisions required by applicable federal law and the specific FEMA grant requirements governing this project. The draft agreement is attached to and incorporated into this ITB by reference. A response to this ITB constitutes an offer to contract with the City under the terms, conditions, and specifications set forth herein, including all required federal provisions. If any mandatory contract term is unacceptable, the bidder should not submit a response to this ITB..
- 4.16. 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.
- 4.17. 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).
- 4.18. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 4.19. ETHICS: The bidder 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 bid on any one contract from a bidder or individual

under different names shall be grounds for rejection of all bids in which the bidder or individual has an interest. One or all bids will be rejected if there is any reason to believe that collusion exists between bidders. Bidders 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 ITB, 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.

- 4.20. Conflict of Interest Questionnaire found within Attachment A must be completed and turned in with each bid.
- 4.21. PURCHASE ORDER: City of League City may generate a purchase order to the successful bidder. 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.
- 4.22. DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the bid price.
- 4.23. CONTINGENCIES: Before submitting their bid, bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Bidders should include in their bid all costs they deem proper and sufficient to cover all contingencies essential to the completion of the work described in this ITB, notwithstanding that every item or contingency is not specifically mentioned herein.
- 4.24. 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 bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf>
- 4.25. RENEWALS: Renewal options executed under this ITB may occur only if: (1) a renewal option is expressly referenced in this ITB and (2) upon the execution of a new written agreement signed by both parties. A renewal is intended to serve as an extension of the original agreement, under the same or substantially similar terms. The inclusion of a renewal option in this ITB shall not be construed as a commitment or obligation by either party to enter into a renewal. As such, the City retains the right, in its sole discretion, to accept or reject any proposed renewal or associated renewal terms.

ITB 26-031
Emergency Generators (RE-BID) – FEMA Funding

ITB 26-031 Cover Sheet
Due Date: Thursday, March 12, 2026 at 10:00 a.m.

Name of Firm/Company

Agent's Name (Please Print)

Agent's Title

Mailing Address

City

State

Zip

Telephone Number

Email Address

Authorized Signature

Date

Submission Checklist

Submission package shall consist of the following items.

- Cover Sheet
- Bid (If hard copy submitted: one copy marked "original" and one copy marked "copy")
- Cost Sheet
- Federal Grant Provisions (signed)
- References
- Public Information Act Form
- HB 89 Verification Form
- Conflict of Interest Questionnaire (if required)

Certification and Addenda Acknowledgement

Agent must initial next to each addendum released to verify receipt:

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

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

COST SHEET

26-031 Emergency Generators (Re-Bid) - FEMA Funding

Due to funding requirements, all equipment must be received and installed by June 4th, please bid only on items that you will be able to both deliver and complete the installation by that deadline.

Blank line items will be considered a "no bid". All prices must be good for 90 days.

	Included?	Does the Generator Meet all Specifications?	Will Delivery and Installation be Complete by June 4th?	Total Cost
City Hall Annex:				
Minimum 150 KW Natural Gas Generator with specified app control		YES / NO	YES / NO	
Generator Manufacturer: (Please Fill In)				
Generator Model: (Please Fill In)				
Generator KW: (Please Fill In)				
ATS 600A Service Entrance Rated NEMA 3R Minimum	<input type="checkbox"/>			
Installation of Generator Foundation and Electrical	<input type="checkbox"/>			
Electrical Material, Copper Wiring, Conduit	<input type="checkbox"/>			
Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.	<input type="checkbox"/>			
Maximum of 75dba at 23 feet	<input type="checkbox"/>			
Crane to Lift, Transport, and Place Generator	<input type="checkbox"/>			
Separate disconnect built into ATS outdoor cabinet enclosure	<input type="checkbox"/>			
Megohmmeter testing of existing wires (if required/needed)	<input type="checkbox"/>			
Removal/disposal of existing generator & transfer switch	<input type="checkbox"/>			
Pour Concrete Pad	<input type="checkbox"/>			
Training	<input type="checkbox"/>			
Delivery (include price, if any, & delivery time)	<input type="checkbox"/>			
5-year Warranty	<input type="checkbox"/>			
Civic Center:				
Minimum 150 KW Natural Gas Generator with specified app control		YES / NO	YES / NO	
Generator Manufacturer: (Please Fill In)				
Generator Model: (Please Fill In)				
Generator KW: (Please Fill In)				
ATS 600A Service Entrance Rated NEMA 3R Minimum	<input type="checkbox"/>			
Installation of Generator Foundation & Electrical & Regulator	<input type="checkbox"/>			
Electrical Material, Copper Wiring, Conduit	<input type="checkbox"/>			
Separate disconnect built into ATS outdoor cabinet enclosure	<input type="checkbox"/>			
Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.	<input type="checkbox"/>			
Maximum of 75dba at 23 feet	<input type="checkbox"/>			
Megohmmeter testing of existing wires (if required/needed)	<input type="checkbox"/>			
Crane to Lift, Transport, and Place Generator	<input type="checkbox"/>			
Pour Concrete Pad	<input type="checkbox"/>			
Training	<input type="checkbox"/>			
Delivery (include price, if any, & delivery time)	<input type="checkbox"/>			
5-year Warranty	<input type="checkbox"/>			
Public Works Operations Center:				
Minimum 150 KW Natural Gas Generator with specified app control		YES / NO	YES / NO	
Generator Manufacturer: (Please Fill In)				
Generator Model: (Please Fill In)				
Generator KW: (Please Fill In)				
ATS 600A Service Entrance Rated NEMA 3R Minimum	<input type="checkbox"/>			
Installation of Generator Foundation & Electrical	<input type="checkbox"/>			

Electrical Material, Copper Wiring, Conduit	<input type="checkbox"/>			
Separate disconnect built into ATS outdoor cabinet enclosure	<input type="checkbox"/>			
Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.	<input type="checkbox"/>			
Maximum of 75dba at 23 feet	<input type="checkbox"/>			
Crane to Lift, Transport, and Place Generator	<input type="checkbox"/>			
Megohmmeter testing of existing wires (if required/needed)	<input type="checkbox"/>			
Training	<input type="checkbox"/>			
Removal/Disposal of Existing Generator	<input type="checkbox"/>			
Pour Concrete Pad	<input type="checkbox"/>			
Delivery (include price, if any, & delivery time)	<input type="checkbox"/>			
5-year Warranty	<input type="checkbox"/>			
Community Center:				
Minimum 200 KW Natural Gas Generator with specified app control		YES / NO	YES / NO	
Generator Manufacturer: (Please Fill In)				
Generator Model: (Please Fill In)				
Generator KW: (Please Fill In)				
ATS 400A Service Entrance Rated NEMA 3R Minimum	<input type="checkbox"/>			
Install Generator Foundation	<input type="checkbox"/>			
Electrical Material, Copper Wiring, Conduit	<input type="checkbox"/>			
Install Electrical	<input type="checkbox"/>			
Separate disconnect built into ATS outdoor cabinet enclosure	<input type="checkbox"/>			
Aluminum enclosure and anchoring designed for minimum 140 mph wind load or higher in accordance with City Ordinance.	<input type="checkbox"/>			
Maximum of 75dba at 23 feet	<input type="checkbox"/>			
Megohmmeter testing of existing wires (if required/needed)	<input type="checkbox"/>			
Crane to Lift, Transport, and Place Generator	<input type="checkbox"/>			
Training	<input type="checkbox"/>			
Delivery (include price, if any, & delivery time)	<input type="checkbox"/>			
5-year Warranty	<input type="checkbox"/>			
TOTAL COST:				



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: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**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.

Date

Attachment C - Federal Grant Provisions

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The following provisions are adopted by reference and form part of the parties Contract for emergency generators (hereinafter the "AGREEMENT"). For purposes of the provisions below, the City of League City, shall be referenced as "OWNER" and the awarded contractor shall be referenced as "CONTRACTOR".

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the

wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Material 200.323- A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) Prohibition on certain telecommunications and video surveillance equipment or services. 200.216-

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered Telecommunications equipment or services

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

(L) Domestic Preferences for Procurement 200.322-

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and

other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

Print Name and Title of Contractor’s Authorized Official

Signature of Contractor’s Authorized Official

Date