



INVITATION TO BID

ITB 26-018

Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair

The City of League City is now accepting sealed bids for **Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair**. Sealed bids must be received by **11:00 a.m., CST, Tuesday, January 20th, 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 Friday, January 9th, 2026 at 5:30pm and the final question addendum will be posted by Wednesday, January 15th, 2026 at 5:30pm.

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: December 23rd, 2025

Second Publication: December 30th, 2025

ITB 26-018

Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair

I. INTRODUCTION

The City of League City is now accepting sealed bids for Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair.

A. CLARIFICATION AND INTERPRETATION OF ITB

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.

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.

B. PURPOSE

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

C. CONFIDENTIAL OR PROPRIETARY INFORMATION

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. 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.

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.

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

D. BACKGROUND INFORMATION

League City is a home-rule, incorporated city with an estimated population of 123,910 for all city related business in calendar year 2025. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety,

recreational facilities, access to entertainment, an award-winning library, 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.

II. INSTRUCTIONS TO BIDDERS

A. 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.

B. BID TIMELINE

Invitation for Bids Issued	12/23/2025
Deadline for Submitting Questions	1/9/2026 at 5:30pm
Bid Opening	1/20/2026 at 11am
Anticipated Contract Start	2/16/2026

C. BID FORMAT

Bid submission packet shall consist of the following:

1. Completed and **SIGNED** Bid Cover Sheet (Attachment A)
2. Public Information Act (Attachment A)
3. Conflict of Interest Questionnaire (Attachment A)
4. HB 89 Form (Attachment A)
5. Bid Cost Sheet (Attachment A)
6. Bidder Certification & Addendum Acknowledgement (see Cover Sheet)
7. References

D. BID SUBMISSION

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

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. 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: ***ITB #26-018 Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair***

E. 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.

F. BID AWARD

It is the intention of the City to award this bid to the lowest cost reasonable and responsible bidder(s) who meets all listed specifications.

The City prefers to award to a single vendor but 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. It is the intent of the City to award a three (3) year contract, with the option to renew for two (2) additional one-year periods with no more than a 3% escalation per renewal term (escalation must be tied to an objective measure), available upon the mutual agreement of the parties.

G. 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.

III. SCOPE OF WORK

A.) INTRODUCTION

The City of League City seeks competitive bids for ITB 26-018 Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair. The purpose of these specifications is to describe the minimum requirements of the City of League City for Bunker Gear Purchase, Rental, Advanced Cleaning, Inspection, and Repair to the awarded contract. The quantities in the Invitation to Bid or attached quantities are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage, and for large projects that occur in the City.

Bidders must be in full compliance with all local, state, and federal laws and policies related to the good/service provided.

Part I

Bunker Gear Advanced Cleaning, Inspection, and Repair

B.) General

The City of League City is accepting bids from responsible and qualified Bidders to perform bunker gear (Personal Protective Equipment gear or PPE gear) advanced cleaning, inspection, and potential repair services for the City of League City Fire Department according to NFPA 1851 standards. The City will not accept any exceptions to NFPA 1851 standards. **Only Third Party Authorized Industrial Solutions Provider (ISP) can perform this service.**

The League City Fire Department has approximately 250 sets of bunker gear to be serviced yearly. The Awarded Bidder must be able to clean and inspect a minimum of ten (10) or more sets of gear at a time (boots, helmets, gloves, and hoods) within a five (5) day period, or as soon as repairs are completed if needed. Services should include pickup, cleaning, inspection, repairs (if necessary), and delivery back to the station of origin.

C.) Services

1. Requirements

- a. All advanced cleaning, inspection, and needed repair on bunker gear must be completed within a twelve (12) month span, beginning on/by October 1, 2025, and to

be completed with all PPE gear being returned to the City by September 30, 2026. Any alterations to these dates must be approved in advance and in writing by the Fire Department Quartermaster.

- b. **All cleaning, inspection, and repair performed on bunker gear must meet or exceed the current NFPA 1851, 2020 ed., “Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting”, NFPA 1971, 2018 ed., “Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting”, and manufacturer guidelines.**

2. Authorization of Manufacturer Recognition

- a. Bidder shall be authorized to clean, inspect, and repair PPE gear for the following materials:

- i. Synergy, Crosstech, Nomex, Ultra, TECGEN, 71, Glide Ice/Nomex Nano, Stedair 4000, TenCate, Kombat Flex, and Titanium SL2.

- b. Letters of authorization or certificates of recognition shall be provided with bid response.

3. Compliance

- a. Bidder shall guarantee completion of cleaning, inspection, and as-needed repairs without voiding the original manufacturer’s warranty on all gear serviced.

- b. Bidder must provide contact information and proof of NFPA 1851 compliance with bid response.

4. Specialization

- a. Bidder shall have liability insurance covering the advanced cleaning and repair of PPE and shall provide proof of such upon award.

D.) Advanced Inspections and Advanced Cleaning

- 1. The Bidder shall meet the following specifications for advanced inspections and advanced cleaning at a minimum:

- a. All advanced inspections shall be performed in accordance with NFPA 1851 guidelines. The advanced inspection shall include a documented record of all PPE items and components listed in NFPA 1851.

- b. The advanced inspection shall include testing of the moisture barrier by a hydrostatic tester.

- 2. The Bidder shall provide specialized cleaning if decontamination is needed.

- 3. Bidder’s cleaning methods must be in accordance with manufacturer and NFPA guidelines. To minimize the threat of cross-contamination during the cleaning process, the washers/extractors used shall be dedicated to the cleaning of PPE.

4. Bidder shall use cleaning chemicals that have been manufactured specifically for the cleaning of PPE, and that have been tested to verify the pH levels meet NFPA specifications.
5. Bidder will be required to provide local pick-up and delivery service; to include shipping containers and incur all cost of shipping from and to the City. **Bid response shall contain Bidder's explanation as to how this will be accomplished.**

E.) Repairs

1. Bidder will perform all necessary cleaning and/or decontamination to PPE before performing any repairs per OSHA and NFPA guidelines.
2. Repairs and alterations shall be performed in a manner that is consistent with manufacturer instructions or what the ISP recommends.
3. Bidder shall be capable of performing all needed repairs including moisture barrier repairs and seam sealing.
4. Should any PPE gear be deemed in need of repairs by Bidder during either the cleaning or inspection phase, AND repairs are over the Turnout Gear Repair Limit Calculator, Bidder shall submit a list showing each piece of PPE gear and the repairs that need to be made to the Fire Department Quartermaster and Deputy Fire Chief of Administration for approval.
5. Only if approved in writing, shall Bidder perform necessary repairs to any PPE gear that are outside of the repair matrix.

F.) Test Results, Tracking and Documentation, and Audits

1. Test Results

- a. Each bidder shall provide League City Fire Department with Third Party Independent Laboratory test results regarding the NFPA compliance of the Bidder's PPE cleaning and repairing processes.
- b. Test results shall verify that the Bidder's cleaning and repair methods meet NFPA standards.
- c. The following items shall be included in the testing of the Bidder's repairs:
 1. major A seams,
 2. major B seams to the moisture barrier,
 3. major B seams to the thermal liner and tear strength (to repaired stress areas).

d. Cleaning methods shall be tested to verify that bidder can wash shell fabric a minimum of 25 times without degrading the fabric

G.) Pricing and Invoices

1. The price of the advanced inspection and the advanced cleaning shall be priced together on the Bid Sheet and shall include the following items:
 - a. Pick-up or shipping costs of PPE at/from designated stations.
 - b. Record keeping as determined by NFPA 1851 standards.
 - c. Availability of all pertinent fire department records between the Bidder and the Fire Department.
 - d. Advanced cleaning as determined by NFPA 1851 standards.
 - e. The advanced inspection as determined by NFPA 1851 standards.
 - f. Delivery or shipping costs of PPE back to designated station.
2. Invoices must be sent to Accounts Payable within 3-5 days of the PPE gear returning to the Fire Station of origin. Cleaning and inspections can be combined and shown on one invoice. All repairs shall be itemized on the invoice, indicating which gear the repairs were made on.

Part II

Bunker Gear Purchase

1. Introduction

This bid specification is for the procurement of Firefighter Structural Personal Protective Equipment (PPE), commonly referred to as bunker gear, to provide maximum protection, durability, and comfort for firefighters while complying with NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting and NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting.

The PPE outlined herein meets or exceeds all applicable standards and specifications required by the State of Texas and League City Fire Department.

2. Scope of Supply

The scope of this bid includes the purchase and delivery of fully NFPA-compliant structural firefighting ensembles. Each ensemble shall consist of:

- Structural firefighting coat
- Structural firefighting pants
- Suspenders (where applicable)

- All integrated components (liners, closures, trim, patches, etc.)

Each garment shall be new, unused, custom sized, and constructed per the manufacturer's specifications under Honeywell Morning Pride, with customization per the League City Fire Department's approved configuration.

3. Product Description and Technical Specifications

3.1 Outer Shell

- **Model:** Kombat Flex 7, Bronze color
- **Weight:** 6.9 osy
- **Material:** Advanced PBI/Kevlar blend for superior heat and abrasion resistance
- **NFPA Compliance:** Meets NFPA 1971 thermal and physical performance standards
- **Moisture Barrier:** Stedair 4000, 5.5 osy – providing top-level protection from chemicals and pathogens
- **Thermal Liner:** Titanium SL2 Blue, 7.7 osy – maximizing heat resistance and moisture wicking

3.2 Coat Construction (Spec ID TXLEAU00078)

- Articulated **Rapid Rescue Strap** and detachable liner system
- **Trim:** 3" 3M Scotchlite Lime-Yellow Triple Trim – Double stitched for durability
- **Comfort T-Closure:** 2" Velcro/Zipper closure with Arashield chinstrap
- **Elbows:** Reinforced Kombat Flex panels with FREEFAS construction
- **Pockets:** Half Hi Bellows Pockets (7"x9"x1.5") with fleece handwarmers
- **Radio Pocket:** 9" x 3.5" x 2" right chest configuration
- **Mic Tabs:** Dual placement above and on the storm flap
- **Back Patch:** "LEAGUE CITY FIRE" in 3" Scotchlite sewn letters
- **Texas and U.S. Flag Patches** embroidered on sleeves
- **Dead Air Panels:** Extended for thermal protection
- **Cuffs:** Arashield Black with Nomex wristlets

3.3 Pants Construction (Spec ID TXLEAU00079)

- **Outer Shell:** Kombat Flex 7 Bronze with FREEFAS
- **Thermal Liner:** Titanium SL2 Blue
- **Moisture Barrier:** Stedair 4000

- **Design:** PRO FIT ergonomic tailoring for mobility
- **Trim:** NFPA-approved 3" 3M Lime-Yellow Triple Trim
- **Pockets:** 10"x10"x3" XL Bellows Pockets with Arashield EZ Grip Flaps
- **Tool Divider:** Kevlar dual-compartment inserts
- **Suspenders:** H-Back style with quick-adjust and snap attachment
- **Belt:** Kevlar belt with quick-release buckle
- **Cuffs:** Arashield half-angled black reinforcements
- **Knees:** BiFlex Heat Channel knees with Arashield reinforcement

4. Compliance and Certification

All PPE must be third-party certified to meet the current edition of:

- **NFPA 1851** – Selection, care, and maintenance
- **NFPA 1971** – Structural firefighting ensemble performance
- **OSHA 29 CFR 1910.156** – Fire Brigade protective clothing requirements
- **TCFP Standards** – Texas Commission on Fire Protection-approved PPE

The manufacturer shall provide documentation of compliance, certification labels, and garment tracking numbers on delivery.

5. Delivery and Acceptance

- **Delivery Timeframe:** Within **90 calendar days** after award or per contract agreement.
- **Shipping:** FOB Destination – Freight included.
- **Inspection:** All PPE will undergo fit verification and inspection by authorized department personnel before acceptance.
- **Warranty:** Minimum **5-year warranty** from the manufacturer on workmanship and materials.

6. Minimum Qualifications for Award Consideration

- Compliance with NFPA 1851 and 1971
 - Must ensure age of PPE is fully compliant with these standards
 - Copy of certification of compliance with NFPA 1851 & 1971 should accompany each component of PPE
- Vendor's ISP verification status

- References from other Texas fire service agencies reflect that the vendor is responsible

Part III

Bunker Gear Rental

1. Introduction

This bid specification outlines the scope, specifications, and service expectations for the rental of Firefighter Structural Personal Protective Equipment (PPE) for the League City Volunteer Fire Department and other participating Texas fire agencies.

The goal of this rental program is to ensure that personnel without properly fitted bunker gear are immediately equipped with NFPA 1851-compliant PPE during onboarding, training, or emergency coverage periods.

2. Purpose and Need

Due to variable personnel sizes and the need for temporary replacement of PPE during repair, cleaning, or decontamination, the department requires a rental solution to ensure operational readiness at all times.

Rental PPE shall meet all NFPA 1971 (Protective Ensembles for Structural Fire Fighting) performance requirements and be maintained in accordance with NFPA 1851 (Selection, Care, and Maintenance of PPE).

3. Scope of Services

The selected vendor shall provide full-service rental, delivery, and maintenance of structural firefighting ensembles. The rental service must include:

- Structural Firefighting Coat
- Structural Firefighting Pants
- Suspenders (as applicable)
- Optional items (boots, helmets, gloves, and hoods upon request)

4. Product Requirements

4.1 Construction and Materials

All rental PPE shall include:

- **Outer Shell:** Kombat Flex 7 (6.9 osy PBI/Kevlar blend) or equivalent
- **Moisture Barrier:** Stedair 4000 (5.5 osy) or equivalent
- **Thermal Liner:** Titanium SL2 Blue (7.7 osy) or equivalent
- **Trim:** 3M Scotchlite Lime-Yellow Triple Trim (3") – Double stitched

- **Hardware:** Corrosion-resistant zippers and Velcro closures

Rental garments must not exceed 10 years from date of manufacture and must meet the Advanced Cleaning and Inspection requirements of NFPA 1851, Chapter 7 and 8.

4.2 Fit and Sizing

- Vendor shall provide a comprehensive size range (XS–5XL, short/regular/tall)
- Garments must be properly fitted to each individual firefighter
- Exchange process for incorrect sizing shall occur within **72 hours** of notification

5. Service and Maintenance

5.1 Cleaning and Inspection

The vendor must be a **verified Independent Service Provider (ISP)** under NFPA 1851. The following services are required as part of the rental agreement:

- **Advanced Cleaning** after each deployment or exposure
- **Advanced Inspection** at least annually or prior to reissue
- **Repairs** performed by NFPA-certified technicians using original materials
- **Documentation** of all maintenance, cleaning, and inspection in digital format

5.2 Replacement and Contamination Management

- Immediate replacement of contaminated, damaged, or unserviceable gear within 48–72 hours
- Proper decontamination and disposal of gear exposed to carcinogens, bloodborne pathogens, or hazardous materials per NFPA 1851, Chapter 10

6. Rental Program Logistics

6.1 Delivery

- Vendor must deliver gear within **7–10 business days** of order placement
- Expedited delivery options (within 72 hours) must be available for emergency cases
- Gear must be clearly labeled with user name, serial number, and date of issuance

6.2 Duration

- Rentals may be **short-term (less than 30 days)** or **long-term (30–180 days)**
- Monthly rental extensions available upon department request

6.3 Return Process

- Upon return, vendor shall perform full cleaning and inspection

- Returned PPE shall be tagged and documented as “Ready for Service” or “Out of Service”
- Any costs for lost or irreparably damaged PPE will be handled per contract terms

7. Compliance and Documentation

All PPE and processes shall comply with:

- **NFPA 1851 (2020 Edition)** – Selection, Care, and Maintenance of PPE
- **NFPA 1971 (2018 or latest Edition)** – Structural Firefighting Ensemble
- **OSHA 29 CFR 1910.156** – Fire Brigade PPE
- **TCFP** standards for protective equipment used by Texas fire departments

The vendor shall maintain and provide the following documentation upon request:

- NFPA certification records
- ISP verification certificate
- Chain-of-custody and cleaning/inspection records for each rental ensemble

9. Minimum Qualifications for Award Consideration

- Compliance with NFPA 1851 and 1971
 - Must ensure age of PPE is fully compliant with these standards
 - Copy of certification of compliance with NFPA 1851 & 1971 should accompany each component of PPE
- Vendor’s ISP verification status
- References from other Texas fire service agencies reflect that the vendor is responsible
- Evidence of cost effectiveness and transparency as a part of the vendor’s pricing matrix
 - The vendor must consider whether, based on the lifespan/expiration date of the gear, it may be more cost advantageous to the City to replace the gear versus repairing it
- Turnaround time for delivery and replacement – vendor shall provide detailed parameters for expected turnaround time with the City’s preference being that the lowest possible turnaround time provides the best value to the City
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IV. PROCEDURE & CONDITIONS**A. General**

This will be a contract, upon the mutual agreement of the parties. The terms, conditions, and/or requirements for the contract are to be evidenced in this ITB and incorporated into the City's standard agreement. A copy of the City's standard agreement, including its terms, is included in this ITB. The City, acting through the City Manager or their designee, reserves the right to deviate from the terms, conditions, or requirements of this ITB when, in their sole discretion, such deviation is deemed to be in the best interest of the City. Proposers acknowledge and accept that the City's authority includes discretion to determine the applicability of any deviations on a case-by-case basis and that such decisions are final and non-appealable. By submitting a bid, bidders agree to the terms of this reservation of rights and waive any claim against the City, its officials, or employees for the exercise of such discretion.

PROCEDURE :

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

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

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

TAX EXEMPTION: The City is not liable to proposers 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 proposer.

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

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 request, or any other activities related to the response of this ITB.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his 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 Contractor.

ADDENDA: Any interpretations, corrections or changes to this ITB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/Bids.aspx>. Bidders shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within Attachment A.

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.

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

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.

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

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.

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).

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

ETHICS: The 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 with 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.

Conflict of Interest Questionnaire found within Attachment A must be completed and turned in with each bid.

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.

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

INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, accountspayable@leaguacitytx.gov. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful bidder(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, 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 compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful 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>

RENEWALS: Renewal options executed under this ITB may occur only if, a renewal option is expressly referenced in this ITB and upon the execution of a new written agreement 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.



STANDARD AGREEMENT

(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **Click or tap here to enter text.** (“Contractor”), located at **Click or tap here to enter text.** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

- 1. Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Click or tap here to enter text.** If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- 2. Term and Termination:** This Agreement shall commence on **Click or tap to enter a date.** and shall expire on **Click or tap to enter a date.** The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, 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, 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.
- 3. Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed \$**Click or tap here to enter text.** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
- 4. Insurance:** Contractor **Choose an item.** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City “professional services,” as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial

Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. 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. **Liquidated Damages:** Liquidated damages **Choose an item.** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the possible loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses, except as otherwise provided in this Agreement.
7. **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 (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within 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, 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, 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 City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf 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 City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during

performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of 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 City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its 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 City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **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 law of the state of its formation; 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 and behalf of Contractor.
11. **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.
12. **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 City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, 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.

14. **Force Majeure:** Neither 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 solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement 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 notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the 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.
17. **State and/or City 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 or the City's Internal Auditor (collectively, the "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.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **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 City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding 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, bearing 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 Agreement 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 Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to re-negotiate the Agreement 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"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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 City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that 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. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Sample

Executed on _____ . *(date to be filled in by City Secretary)*

Click or tap here to enter text. - “Contractor”

Click or tap here to enter text.

CITY OF LEAGUE CITY – “City”

Click or tap here to enter text.

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Sample

Exhibit A

Scope of Services/Description of Products/Payment Schedule

(There are [Click or tap here to enter text.](#) pages for Exhibit A, including this page)

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

Sample