

# City of Bellaire

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
WASTEWATER TREATMENT FACILITIES CONDITIONS ASSESSMENT**

**RFQ No. 23-008**

**Proposal Due: Wednesday, April 12, 2023 @ 10:00 a.m. CST**

**CITY OF BELLAIRE, TEXAS  
7008 South Rice Avenue  
BELLAIRE, TX 77401  
Joshua Pascua  
Phone Number: 713-662-8157  
Email Address: JPascua@BellaireTX.gov**

**CITY OF BELLAIRE  
REQUEST FOR PROPOSALS  
WASTEWATER TREATMENT FACILITIES CONDITIONS ASSESSMENT**

**PROJECT DESCRIPTION**

The City of Bellaire owns and operates a nominal 4 MGD Wastewater Treatment Plant (WWTP) and four lift stations. The City is seeking a Preliminary Engineering Report (PER) identifying needed improvements to improve water quality, increase efficiencies, and reduce life cycle costs for these wastewater treatment facilities. The PER will need to evaluate influent and effluent quality, hydraulics, process unit capacities, equipment efficiency, various components and identify improvement needs to meet the existing and future regulations. This report is intended to provide a clear capital outlay plan for the WWTP and lift stations, with prioritization on which items should be repaired/replaced first. Firms/teams are not expected to have specific knowledge of the WWTP or lift stations but are expected to demonstrate knowledge on similar size and project scope, including, but not limited to: preliminary treatment; primary treatment; aeration; secondary treatment; disinfection; solids/sludge handling; and ability to estimate design and probable construction costs.

**GENERAL INFORMATION**

The City will not reimburse responding firms for any expenses incurred in preparing proposals, clarification of a response, and/or oral presentations which may be, at its discretion, required by the City.

To be considered, the vendor must submit their packet to the City Clerk at 7008 South Rice Avenue by **10:00 A.M. CST on Wednesday, April 12, 2023**. See 'SUBMITTAL' section for more details on format and requirements. It shall be the vendor's responsibility to ensure that their proposal is received by the City Clerk within the time limit indicated. It is the vendor's responsibility to ensure that they have received all addenda related to this proposal. The City reserves the right to reject any or all proposals submitted and to re-solicit for services.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to negotiate all elements of the proposal to ensure that the best possible consideration be afforded to all. The City also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. AS STATED IN THIS REQUEST; THE FIRM MUST FOLLOW ALL INSTRUCTIONS IN THIS REQUEST FOR PROPOSAL IN ORDER TO BE CONSIDERED FURTHER.

The terms 'Proposer', 'Respondent', 'Consultant', or 'Contractor, all mean a vendor responding to this RFQ and may be used interchangeably throughout the document.

## **SCOPE OF WORK AND SPECIFICATIONS**

### **1. Project Management**

- A. The Proposer, hereafter called the Consultant, will be expected to perform general project management duties, which may include but not necessarily be limited to:
  - i. Attend Kick-off Meeting (1) with City.
  - ii. Attend coordination meeting (1) with City to develop the Condition Assessment and Criticality Scoring matrix for potential improvements to the WWTP and lift stations.
  - iii. Present and discuss draft report findings with City staff.
  - iv. Provide a monthly status report to the City. This report shall include progress in the last month, anticipated progress for the upcoming month, upcoming submittals/milestones, upcoming meetings/workshops and data requests/project needs.
  - v. Manage, administer, and coordinate work of all sub-consultants.

### **2. Data Gathering and Review**

- A. The Consultant will request historical information necessary to understand the historical progression of improvements and the current condition of the WWTP and lift stations. If available, requested information will be provided by the City. If information deemed necessary cannot be provided by the City, the consultant will obtain information from site visits or through survey(s), inspections, or other means acceptable to the City. Data gathering and review may include but not necessarily be limited to:
  - i. Meet with City staff to discuss current operation of the WWTP and lift stations, discuss operational difficulties and remedial opportunities and solutions to incorporate into the existing facilities.
  - ii. Obtain and review existing data including but not limited to:
    - 1. TPDES discharge permit;
    - 2. TCEQ operating permit;
    - 3. WWTP and Lift Station record drawings;
    - 4. O&M manuals;
    - 5. Historical operational reports;
    - 6. Chemical feed demand, including, but not limited to Polymer, SO<sub>2</sub>, and Chlorine;
    - 7. Previous reports and studies;
    - 8. Planned/designed improvements to the WWTP that have not yet been constructed;
    - 9. Existing flow data and other operational data as requested by the Consultant;
    - 10. Previous efforts to control/abate odors and current odor control/abatement techniques;
    - 11. Current sludge transportation and disposal information and costs;
    - 12. Projected flows (average daily and peak).
  - iii. Perform site visits to the WWTP and lift stations as necessary to obtain field data. Field data to be collected includes, but is not limited to:
    - 1. Evaluate the existing conditions of all civil, structural, mechanical, and electrical equipment. Specific emphasis will be placed upon the structural conditions of the process units, and mechanical and electrical equipment.
    - 2. Evaluate the condition of all walls and slabs that can be visually seen above ground or above the water surface for any cracks or leaks or other repairs necessary.
    - 3. If adequate record drawings cannot be located, measure as many dimensions as possible while on-site to accomplish hydraulic and process calculations to verify capacity.
  - iv. Based upon the WWTP's operating permit, research and review the operating history through TCEQ's website. A history of any violations, inspection reports, or any other incidents of interest will be obtained. Should any violations be found, further investigate the causes of the violations and whether

adequate provisions have been implemented at the WWTP and lift station sites to properly address the problems.

- v. Based upon nameplate data collected from all mechanical and electrical equipment during site visit(s), contact vendors to supply operating and maintenance manuals, age of installation, and any service history they have on the equipment. The intent is to determine whether any equipment is beyond its useful life or whether has required significant rehabilitation that would warrant replacement. Any other operating information on the equipment will be requested from the vendors.
- vi. Provide optional tasking for the following, to be authorized by the City as needed:
  - 1. Field sampling or testing at the WWTP and lift stations.
  - 2. Geotechnical or field surveying services.

### **3. Hydraulic Capacity Analysis**

- A. For current and projected conditions, perform a hydraulic capacity analysis to develop hydraulic profiles and to identify opportunities for improving hydraulic capacity. The analysis may include but not necessarily be limited to:
  - i. Perform elevation survey of existing wastewater treatment units;
  - ii. Develop hydraulic profiles based on varying conditions including current permitted flows and projected ultimate flows.
  - iii. Identify wastewater hydraulics that result in hydraulic capacity issues such as inadequate detention time, excessive detention time, inadequate freeboard, submerged weirs and launders, and overflowing basins.
  - iv. Determine if hydraulic capacity complies with or exceeds Texas Commission on Environmental Quality (TCEQ) Chapter 217 – Design Criteria for Domestic Wastewater Systems.

### **4. Process Analysis**

- A. For current and projected conditions, perform a process analysis to evaluate liquid stream and solids stream processes, treatment equipment, and to identify improvements to the operational efficiency of the processes. The analysis may include but not necessarily be limited to:
  - i. Develop process models for varying conditions including current permitted flow conditions and projected flow conditions.
  - ii. Evaluate existing facilities to establish the condition and adequacy of all components of the existing liquid stream treatment equipment and solids processing systems.
  - iii. Evaluate the capacity for present and future sludge production.
  - iv. Determine if processes comply with TCEQ Chapter 217 – Design Criteria for Domestic Wastewater Systems, and the U.S. Environmental Protection Agency's Part 503 biosolids rule.

### **5. Odor Evaluation**

- A. Perform a plant-wide odor study that may include but not necessarily be limited to:
  - i. Outline methodology for conducting the odor study, including location/frequencies/methods of sampling, data to be collected, methods of obtaining data, and assistance and resources required from City staff;
  - ii. Document and determine the sources of odors;
  - iii. Characterize and quantify the odors by performing odor sampling and data analysis.
  - iv. Determine the root causes of odors; and
  - v. Use odor dispersion modeling as a tool to determine community impacts on the various odor sources and odor control scenarios.

## 6. Structural, Mechanical, and Plumbing Assessment

- A. Have a licensed professional structural engineer in the state of Texas perform a structural assessment of existing WWTP and lift station structures, to determine “structural soundness”.
- B. Evaluate existing conditions.
- C. Evaluate structures to determine they comply with current structural codes and regulations. Structures to be included in the assessment may include, but not necessarily be limited to:
  - i. WWTP
    1. High pressure tank
    2. Headworks system, including, but not limited to:
      - a. Fine screen
      - b. Fine screen housing/ covering
      - c. Catwalk and stairs
      - d. Overflow drain
    3. Grit chamber structure, including, but not limited to:
      - a. Sluice-gates
      - b. Gearbox/ bevel gears
      - c. Catwalk and stairs
    4. Splitter box structure, including, but not limited to:
      - a. Sluice-gates
      - b. Gearbox/ bevel gears
      - c. Catwalk and stairs
    5. Pre-Aeration Basin system, including, but not limited to:
      - a. Sluice-gates
      - b. Gearbox/ bevel gears
      - c. Catwalk and stairs
      - d. Air-diffusers
    6. Aeration Basin structure, including, but not limited to:
      - a. Sluice-gates
      - b. Gearbox/ bevel gears
      - c. Stairs and handrails
      - d. Air-diffusers
      - e. Dissolved oxygen meters
    7. Return Chamber structure, including, but not limited to:
      - a. Stairs and handrails
      - b. Catwalk
      - c. Air-diffusers
      - d. 36 inch plug valve
    8. Chlorine contact basin structure, including, but not limited to:
      - a. Stairs and handrails
      - b. Air-diffusers
      - c. Batten board
    9. Clarifier Splitter box structure, including, but not limited to:
      - a. Air-diffusers
      - b. Stairs and handrails
      - c. Catwalk
      - d. Sluice gates
      - e. Gearbox/ bevel gears
    10. Clarifier structure, including, but not limited to:

- a. Skimmer (arm, scum box, motor, and gear mechanisms)
- b. Stairs and handrails
- c. Catwalk
- d. submerged weirs
- 11. Scum pumps (piping)
- 12. Thickeners and Digesters structures, including, but not limited to:
  - a. Stairs and handrails
  - b. Catwalk
  - c. Weir leveling
  - d. Isolation valves
  - e. Air diffusers
- 13. Belt-Press assembly system, including, but not limited to:
  - a. Conveyer belt
  - b. Evaluate current polymer system
- 14. Outfall chamber, including, but not limited to:
  - a. Stairs and handrails
  - b. Catwalk
  - c. outflow meter system housing
- 15. Blowers and air piping (there are air leaks)
- 16. inadequate freeboard, and launders, and overflowing basins
- 17. Aboveground treatment basins;
- 18. Buried treatment basins;
- 19. Building structures (foundations, structural joists, decking, columns and supports);
- 20. Building exteriors (roofs, roofing structures, balconies, stairs, exterior walls, exterior windows, doors and hardware)
- 21. Functional, mechanical, electrical, and plumbing where they relate to the structural integrity of the facilities.
- 22. Evaluate corrosion on piping (electrical, water, and air).
- 23. Evaluate existing chemical feed system.
- ii. Lift Stations
  - 1. Building structures (foundations, structural joists, decking, columns and supports);
  - 2. Building exteriors (roofs, roofing structures, balconies, stairs, exterior walls, exterior windows, doors and hardware)
  - 3. Functional, mechanical, electrical, and plumbing where they relate to the structural integrity of the facilities.
  - 4. Evaluate corrosion on piping (electrical, water, and air).

## 7. Electrical Assessment

- A. Evaluate existing panel boxes and controls at WWTP and lift stations.
- B. Evaluate the existing electrical networks to evaluate current condition, evaluate remaining life, optimize the networks to reduce energy costs, increase reliability, and make scalable to facilitate future expansion. The evaluation may include but not necessarily be limited to:
  - i. Maximizing safety of people and property, including evaluating arc flash requirements.
  - ii. Compliance with codes, regulations, and standards.
  - iii. Availability, operability, and maintainability.
  - iv. Sustainability and energy efficiency.
  - v. Scalability and retrofit suitability.

- vi. Project implementation time and risk mitigation.
- C. Evaluate if existing electrical infrastructure meets Bellaire electrical basic requirements.

## **8. Instrumentation and Controls Assessment**

- A. Evaluate all existing instruments, controls, programable logic controllers (PLC), and supervisory control and data acquisition (SCADA) systems. At a minimum, the evaluation should include:
  - i. List of all pertinent assets, including name, manufacturer, model, age, obsolescence, and condition.
  - ii. Brief description of how each instrument is used, such as monitoring only, control system, or other use.
  - iii. Brief description of key control loops.
  - iv. Alarm capabilities.
  - v. Data backup and storage.
- B. Provide recommendations for improvements for technology, reliability, or operational control.

## **9. Alternatives Analysis**

- A. Identify alternatives for improving current plant components and processes and for future planning, which may include but not necessarily be limited to:
  - i. Identify alternatives for addressing current and projected hydraulic and process needs, structural needs, instrumentation, and electrical needs.
  - ii. Identify alternatives for sludge dewatering, processing, and disposal.
  - iii. Evaluate odor control technologies suitable for wastewater treatment plants and develop alternatives for odor control.
  - iv. Develop process schematics for current processes and for alternatives.
  - v. Evaluate alternatives on the basis of life-cycle cost and non-cost criteria, including budgetary costs (engineering and construction), constructability, and implementation schedules for each alternative. Each alternative should include a pertinent label for the reason it is needed, such as capacity, condition, redundancy, obsolescence, or regulatory requirement.
  - vi. Prepare conceptual level construction cost estimates (including but limited to process equipment, electrical, instrumentation and HVAC/ odor control), and operation, maintenance, transportation and disposal cost estimates suitable for comparing the alternatives.
  - vii. Evaluate alternatives and provide recommendations. Provide a phase plan for implementation of the recommendations.
  - viii. Meet with City staff to discuss draft findings and to obtain City agreement on recommendations included therein. Address City comments and concerns and submit the evaluation to the City in the form of a written report.

## **10. Develop a Repair and or Replace Budget**

- A. Based upon the structures and equipment condition or defects determined at the WWTP and lift stations, prepare a budget with suggested maintenance, repair and/or capital improvements necessary to bring the facilities up to TCEQ and building code requirements, or allow it to operate more effectively within its permit. Budget should be in the form of a five-year capital outlay program. Items will be prioritized based upon the immediate need versus suggested non-critical improvements.

## **11. Prepare a Report**

- A. Provide a report that makes conclusions regarding the WWTP and lift stations status, and capability of operating within its permit limits, as well as long-term condition assessment.
  - i. Report shall provide inventory of all plumbing, mechanical, and electrical systems at WWTP and lift stations estimating remaining useful life and replacement cost estimate.

- ii. Report shall include capital outlay budget from Item #10 above.
  - iii. Report shall describe criteria and assumptions utilized in assessment and to make conclusions.
  - iv. An electronic and three (3) hard copies of the report will be provided to the City for review and comments. Incorporate any comments into a final copy which will be provided to the City in an electronic PDF form and three (3) hard copies.
- B. Must meet with staff to give progress and status updates a minimum of three times before presenting draft report.
  - C. Attend and present at one (1) public informational meeting to present the report findings.

## **12. Procurement Support**

- A. Once report is finalized, provide support in developing bid documents related to procuring construction services to repair or replace structures at the WWTP and lift stations, as recommended in the assessment. This support includes drafting a scope of work and providing any drawings and specifications documents. The City should have most drawing and specifications documents; the Consultant is required to provide any missing drawings or specification documents.
- B. Assist in selection process and attend kickoff meeting with selected contractor.

## **SELECTION PROCESS**

All professional service firms providing consulting services related to assessing wastewater treatment facilities are invited to submit a proposal. The City of Bellaire shall have the right, if in the best interest of the City, to reject any or all proposals and to reject a proposal not accompanied by minimum data specifications as required by the proposal documents or a proposal is in any way incomplete or irregular. The City of Bellaire shall have the right to waive any informality or irregularity in any proposal received.

The city will use a Consultant Selection Committee comprised of City personnel to review Proposers' bid SOQ. The proposals will be ranked based on the selection criteria below. If for whatever reason the City cannot enter a mutually agreeable contract with the highest ranked Proposer, the City of Bellaire will formally end the negotiation and proceed to select and negotiate with the next most highly qualified firm(s). The City reserves the right to make no award from this solicitation if deemed in its best interest to do so, and may, at its election, re-advertise and reissue the original, or an amended RFQ.

## **SELECTION CRITERIA**

As a basis for evaluating the qualifications of a firm on the following elements and will be weighted as follows:

1. EXPERIENCE WITH LOCAL, STATE, AND FEDERAL WASTEWATER TREATMENT FACILITY REQUIREMENTS AND PROCEDURES (40%)
2. FIRM RESOURCES & STAFF QUALIFICATIONS (25%)
3. OVERALL APPROACH & METHODOLOGY (25%)
4. RESPONSIVENESS TO THE RFP (10%)



## **SUBMITTAL INFORMATION**

### **RFQ Procedural and Content Questions (Requests for Clarification)**

Proposers may identify errors, omissions, or ambiguities in the RFQ. If so, or if there are doubts or concerns about the meaning of any part of this RFQ, requests for clarification should be submitted to the City's Purchasing/Contracts Coordinator. **Requests for clarification shall be directed in writing by email to Joshua Pascua, Capital Projects & Grants Manager, at JPascua@BellaireTX.gov. Any requests for clarification must be submitted before Noon on March 31, 2023.** Emailed requests for clarification must include "RFQ 23-008" in the email subject line. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. However, it shall be each vendor's responsibility, prior to submitting the proposal, to visit the City's website at [www.bellairetx.gov/bids](http://www.bellairetx.gov/bids) to determine if addenda were issued.

Addenda will be issued to address any submitted requests for clarification along with any changes to the RFQ due to these clarifications. Addenda become a part of this RFQ.

### **Submission**

Interested parties wishing to submit a proposal must submit one (1) unbound original, three (3) bound duplicates, and one (1) electronic copy in PDF format to be provided on one USB compatible flash drive properly labeled of the RFQ package of the attached forms of the attached forms with proof of insurance, current W-9, completed Conflict of Interest Questionnaire and a copy of their license to do business in the State of Texas. Additional information related to submittals is acceptable.

The Submittal must be signed by a company officer who is legally authorized to enter a contractual relationship in the name of the vendor. Submittals must be delivered to the City Clerk at Bellaire City Hall located at 7008 South Rice Avenue, Bellaire, Texas 77401 no later than 10:00 AM CDT on Wednesday, April 12, 2023.

Submittals shall be addressed:

**"DO NOT OPEN IN MAIL ROOM"**  
**RFQ No. 23-008 Enclosed**  
**WASTEWATER TREATMENT FACILITIES CONDITIONS ASSESSMENT**

Submittals shall be delivered in a sealed envelope with the company's name and address written on it.

Vendors that are not interested in providing a proposal for this service but would like to be considered for future projects should provide the necessary contact information on the attached form and write "NO PROPOSAL" and the City will make you aware of future opportunities.

All proposals will be publicly opened and the names of all contractors submitting proposals will be read aloud following the 10:00 AM submittal deadline on Wednesday, April 12, 2023 in the City of Bellaire City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

### **Late Submittal and Late Modifications**

Without exception, proposals must be submitted before the due date and time for proposals. Proposals received after the time and date specified in this RFQ are late and shall be deemed non-responsive and will be eliminated

from consideration. The City assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the wrong address.

### **Rejection Of Proposals/Cancellation**

The City reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of The City. The City reserves the right to cancel this RFQ at any time.

### **Minimum RFQ Acceptance Period**

Submittals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

### **Non-Collusion**

By submitting a response to this RFQ, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor. By submitting a proposal, the vendor represents and warrants that no official or employee of the City has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

### **Taxes**

The City is tax exempt. No sales tax will be charged on any products or services. The City cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

### **Vendor Information**

All submissions shall include a completed vendor information form, a current copy of the business license and a current W-9. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

### **Disclosure of Proposal Contents**

All documents submitted in response to this RFQ shall become the property of the City and subject to the Texas Public Information Act.

Proposals will be handled in a manner that avoids disclosure of the contents to competing vendors and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however, trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically required, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as "confidential" or "proprietary". **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**

Throughout the duration of the procurement process and resulting Contract term, Proposer must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered

by the RFQ or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Proposer's proposal or termination of the Contract.

### **Proposal Format and Content**

The format for all pages shall be 8 ½ x 11 and no smaller than a 10-point font. If bound, the edge margin shall be ¾ inch or larger. This applies to all sections of the submittal. The submittal package shall follow the requested format and consists of the following:

1. COVER PAGE

- a) Should include the following: Primary Firm Name, address, phone number, Statement of Qualifications for Conditions Assessment for City of Bellaire Wastewater Treatment Facilities and RFQ #23-008.

2. STATEMENT OF INTEREST

- (a) A letter of interest, signed by a Principal of the professional firm with a statement as to the availability of the firm to complete the work within a stated time, office address where work will be conducted for the prime and sub-consultants, and a statement attesting to the truth and accuracy of all items and information included in the package. **(Limit to one (1) page).**

3. OVERALL APPROACH & METHODOLOGY

- (a) A well-articulated plan to complete the conditions assessment. Include a full description of major services/tasks to be provided and the firm's approach to each service/task, description of the firm's understanding of wastewater treatment requirements and processes, and proposed timeline for completing the tasks. Demonstrate the firm's understanding of local conditions, the project needs, and any specifics concerning the project needs deemed relevant by the firm. **(Limit to four (4) pages)**

- (b) Items to be covered in Overall Approach and Methodology should include:

- i. Data Gathering
- ii. Hydraulic Capacity Analysis
- iii. Process Analysis
- iv. Odor Evaluation
- v. Structural, Mechanical, and Plumbing Assessment
- vi. Electrical Assessment
- vii. Alternatives Analysis
- viii. Repair/Replacement Budget Development
- ix. Procurement Support

4. EXPERIENCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS AND PROCEDURES FOR WASTEWATER TREATMENT

- (a) **Up to five (5) project sheets, limited to one (1) page for each project**, which shall describe similar condition assessments the Respondent has completed within the last five (5) years. Project examples should be similar in scope to this project and illustrate Respondent's capabilities, including demonstrated experience and timeliness of completing work. Each project sheet shall include the following:

- i. Name and description of the completed project, including similarity to the scope defined in this solicitation.
- ii. Start and ending date of project/contract.
- iii. Principal (Engineer).
- iv. Project Manager.
- v. Field Inspector.
- vi. Cited project's original and final amounts (explain inconsistencies).

- vii. Cited project's proposed completion date and the actual completion date achieved (explain inconsistencies).
- viii. Cited project's owner's name and the name of the representative (if different) who served as the day-to-day liaison for the cited project, in the following format:
  - 1. Name of Owner: \_\_\_\_\_
  - 2. Name of Owner's Representative: \_\_\_\_\_
  - 3. Representative's Phone Number: \_\_\_\_\_
  - 4. Representative's E-mail: \_\_\_\_\_

(b) References, including names and telephone numbers of previous clients with similar projects, that can verify the quality of work performed. **(Up to five (5) total).**

#### 5. FIRM RESOURCES & STAFF

- (a) Overview of the firm's ability to staff the project with experienced and qualified personnel **(Limit to one (1) page)**.
- (b) Overall work chart of all project team members as identified in item (c) below **(Limit to one (1) page if possible)**.
- (c) Please provide the following items for all project team members (to include both the staff and any sub-consultants) who **would be assigned** to the project team **(Limit to one (1) page per team member)**:
  - i. Names and titles of team members
  - ii. Designation of the project manager
  - iii. Detail of the role and expected time/involvement for each team member
  - iv. Related experience and qualifications for each team member
  - v. Number of years' experience in proposed role corresponding to the assignments included in the organizational chart
  - vi. Provide employment dates that will serve as verification that the proposed team members are currently employed by the provider/subconsultant.
  - vii. The license type (if applicable) and number of years licensed
  - viii. City of residence
- (d) Demonstration and verification that the firm and any subconsultants to be utilized possess the appropriate skills and are duly licensed, certified, or registered by the State of Texas to provide the required services.

#### 6. REQUIRED DOCUMENTS

- (a) Complete and include the following documents:
  - i. Proposer Information Form
  - ii. Conflict of Interest Questionnaire
  - iii. Affidavit of Ownership or Control
  - iv. STATE OF TEXAS – HOUSE BILL 89, 85TH TEXAS LEGISLATURE VERIFICATION
  - v. STATE OF TEXAS – SENATE BILL 13, 87TH TEXAS LEGISLATURE VERIFICATION
  - vi. STATE OF TEXAS – SENATE BILL 19, 87TH TEXAS LEGISLATURE VERIFICATION
  - vii. Letter Confirming that the Firm Is Not Debarred
  - viii. Proof of Insurance

**INSURANCE**

The Contractor, at his own expense, shall procure, maintain and keep in force throughout the life of this Contract, and for one additional year, insurance as hereinafter specified. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and shall cover all operations in connection with this Contract, whether performed by the Contractor or a subcontractor, or separate policies must be provided to the City covering the operation of each subcontractor. Subcontractors' insurance requirements are identical to the identified requirements in this document.

NOTE: Companies will be required to provide insurance documentation at the time of submittal. The selected company will be required to provide proof of insurance prior to the City entering into an agreement and receiving a Purchase Order.

No policy shall be written on a "claim made" form. The City shall be named as an additional insured on Contractor's Commercial General Liability, Automobile Liability and excess or Umbrella Liability policies. The City may waive the additional insured requirement under the Commercial General Liability policy if the Contractor's Protective Liability policy with general aggregate limits of \$2,000,000.00, with \$1,000,000.00 per occurrence limit, is provided. The contractual liability coverage in the Commercial General Liability policy shall not be excluded.

The following insurance coverage's will be carried and certified:

- A. Workers Compensation Insurance and Employer's Liability Insurance. Workers Compensation Insurance shall be provided as required by state statute covering all employees, whether employed by the Contractor or any subcontractor on the job. The Employer's Liability Insurance shall have limits as follows:

Bodily injury by accident:	\$500,000.00 each accident
Bodily injury by disease:	\$500,000.00 policy limit
Bodily injury by disease:	\$500,000.00 each employee

It shall also be endorsed to waive the carrier's right of subrogation against the City.

- B. Commercial General Liability Insurance, which shall have the following limits:

General Aggregate Limit:	\$2,000,000.00
Products Completed	\$2,000,000.00
Operations Aggregate Limit:	\$2,000,000.00
Personal and Advertising Injury Limit:	\$1,000,000.00
Each Occurrence Limit:	\$1,000,000.00
Fire Damage Limit:	\$50,000.00
Medical Expense Limit:	\$5,000.00

It shall be endorsed to waive the carrier's right of subrogation against the City. It shall also be endorsed to specify that the above limits apply separately to each location.

C. Automobile Liability Insurance, which shall have the following limits:

Bodily Injury Per Person	\$250,000.00
Bodily Injury Per Accident	\$500,000.00
Property Damage	\$250,000.00

Or a policy providing combined single limits of \$750,000.00. It shall be endorsed to waive the carrier's right of subrogation against the City.

D. City, at its own discretion, may require any umbrella or excess limits liability policy.

In the event the Contractor should fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the Contractor shall not serve to release or in any way discharge or shift the liability of the Contractor to the Professional or City. The Contractor does herein agree to indemnify and hold the Professional and City harmless from any and all claims growing out of or arising by reason of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of or arising by reason of the work performed by the Contractor.

**Certificate of Insurance:** Before work on this Contract is commenced, the Contractor and each subcontractor shall submit to the City for approval, certificates of insurance covering each insurance policy carried and offered as evidence of compliance with the above insurance requirements, signed by an authorized representative of the insurance company, setting forth:

1. The name and address of the insured;
2. The location of the operations to which the insurance applies;
3. The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate;
4. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate;
5. A statement that the insurance of the type afforded by the policy applies to all the operations of whatever character, which are undertaken by the insured during the performance of this Contract, provided such operations are required in the performance of the Contract;

A provision that the policy may be cancelled only by mailing written notice to the named insured at the address shown in the policy stating when, not less than fifteen (15) days thereafter, cancellation of such policy shall be effective, with a copy of such letter of intent to the City.

## **GENERAL TERMS AND CONDITIONS**

### **Purchasing and Invoicing Information**

The City shall generate a purchase order to the successful vendor. The purchase order number must appear on all invoices. Payment will be made within thirty (30) days after receiving an invoice and upon completion of services and once work performed has been accepted as being completed by the City.

All invoices shall be sent to:

City of Bellaire  
Attention: Accounts Payable  
7008 South Rice Ave  
Bellaire Texas 77401.

All invoices submitted to the City for payment shall include:

- A. Purchase order number
- B. Listing of the tasks identified in the negotiated agreement, with percentage complete.
- C. Backup documentation for any reimbursable expenses.

Failure to include this information on invoices may delay receipt of payment.

### **Changes to Contract**

Any changes by either party to alter the method, price, or schedule of the work without breaching the contract shall be through mutual agreement and incorporated by written amendment to the agreement.

### **Procedures and Miscellaneous Items**

All respondents to this RFQ shall indemnify and hold harmless the City, and any of their employees from all suits and claims alleged to be a result of this RFQ. The issuance of this RFQ constitutes only an invitation to present a proposal. The City reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFQ. The City also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. If this RFQ is withdrawn or the project canceled for any reason, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.

### **Conflict of Interest Questionnaire**

Proposer agrees to comply with Chapter 176 of the Texas Local Government Code which requires a person who enters or seeks to enter a contract with the City to file a Conflict of Interest Questionnaire Form (Form CIQ) with the proposal.

### **Form 1295 "Certificate of Interested Parties"**

Proposer must comply with Government Code Section 2252.908 and submit Form 1295 "Certificate of Interested Parties" upon notification that proposer has been recommended for award. Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

- A. persons with a “controlling interest” in the entity, which includes:
  - 1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
  - 2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
  - 3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or
  
- B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The form must then be printed, signed, notarized, and filed with the City. For more information, please review the Texas Ethics Commission Rules at [www.ethics.state.tx.us/rules/](http://www.ethics.state.tx.us/rules/).

#### **Proposer’s Ethical Behavior**

By submission of its proposal, the Proposer promises that Proposer’s officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the Proposer’s proposal submitted in response to this RFQ, directly or indirectly, through any contact with the City’s council members or other City officials between the date this RFQ is released to the public and the date a Contract is awarded by the City. Such behavior will be cause for rejection of the Proposer’s proposal at the discretion of the City.

#### **Basic Safeguarding of Contractor Information Systems**

The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor’s information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent businessperson would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Contractor shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Contract information residing in or transiting through its information system.



## Anti-Boycotting Verifications

- A. Pursuant to Section 2271.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 89, 85<sup>TH</sup> TEXAS LEGISLATURE VERIFICATION.
  
- B. Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2274.002 of the Texas Government Code; or (ii) it does not boycott energy companies, as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of the Contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 13, 87<sup>TH</sup> TEXAS LEGISLATURE VERIFICATION.
  
- C. Pursuant to Section 2274.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2274.003 of the Texas Government Code; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 2274.002 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of the Contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 19, 87<sup>TH</sup> TEXAS LEGISLATURE VERIFICATION.

## PROPOSER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>PHONE #:</b>	
<b>EMAIL ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>REMITTANCE ADDRESS:</b>	
<b>COMPANY WEBSITE:</b>	
<b>COMPANY TAX ID#:</b>	

# **AFFIDAVIT OF OWNERSHIP OR CONTROL**

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_ §

§ AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereinafter "Affiant"),  
\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of  
\_\_\_\_\_ [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]  
("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below):  
\_\_\_\_\_  
\_\_\_\_\_

NON-PROFIT ENTITY:

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF EMAIL ADDRESSES IS OPTIONAL BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

**5% or More Owner(s)/Officers of Non-Profit Corporation  
(IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

Residence Address [NO./STREET] \_\_\_\_\_

[CITY/STATE/ZIP CODE] \_\_\_\_\_

Telephone Number [OPTIONAL] (\_\_\_\_) \_\_\_\_\_

Email Address [OPTIONAL] \_\_\_\_\_

6. Optional Information

Contracting Entity and/or \_\_\_\_\_

[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_

[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: \_\_\_\_\_

Type of Debt: \_\_\_\_\_

Account Nos.: \_\_\_\_\_

Case or File Nos.: \_\_\_\_\_

Attorney/Agent Name: \_\_\_\_\_

Attorney/Agent Phone No.: \_\_\_\_\_

Delinquent Years/Months: \_\_\_\_\_

Status of Appeal [DESCRIBE]: \_\_\_\_\_

\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this \_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**NOTE:**

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

# FORM CIQ (CONFLICT OF INTEREST QUESTIONNAIRE)

**Conflict of Interest Questionnaire:**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> 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.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> 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.</p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 20px;">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?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b></p>		

## 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 rate 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:
  - (2) 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
  - (3) 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.

## TEXAS LEGISLATURE VERIFICATION FORMS

### Instructions for the Following Verification Forms:

- STATE OF TEXAS – HOUSE BILL 89, 85<sup>th</sup> TEXAS LEGISLATURE VERIFICATION
- STATE OF TEXAS – SENATE BILL 13, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION
- STATE OF TEXAS – SENATE BILL 19, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION

The City of Bellaire, Texas, as a governmental entity, is required to include in its contracts a written verification from the company that the company does not boycott Israel, Fossil Fuel Industries, or Firearm and Ammunition industries. The verification language is required if the contract with the City of Bellaire, Texas has a value of \$100,000 or more and the company ten (10) or more full-time employees.

**If the contract will or is anticipated to have a value of \$100,000 or more and the Company has 10 or more full-time employees, the Company is required to complete and submit all three Verification Forms. Please ignore the “Alternative Certification” at the bottom of this page and complete and submit the Verification Forms if the Company is required to complete and submit all three Verification Forms.**

Alternatively, if the contract does not have a value of \$100,000 or more or the company has 9 or fewer full-time employees, you may complete and submit the below certification without completing the three Verification Forms.

#### **Alternative Certification (if applicable)**

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as Company, being an adult over the age of eighteen (18) years of age, do hereby certify that the HB 89, 85<sup>th</sup> Texas Legislature verification; SB 13, 87<sup>th</sup> Texas Legislature; and SB 19, 87<sup>th</sup> Texas Legislature verifications do not apply to this contract or the Company, under the provisions of **Section 2271.002(a), Texas Government Code; Section 2274.002(a), Texas Government Code; and Section 2274.002(a), Texas Government Code because of the following reasons:**

- The Company has 9 or fewer full-time employee; or**
- The contract between the Company and the City of Bellaire, Texas will have a value of less than \$100,000.**

*(check all that apply)*



**STATE OF TEXAS – HOUSE BILL 89, 85<sup>th</sup> TEXAS LEGISLATURE VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, 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

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

**STATE OF TEXAS – HOUSE BILL 13, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not boycott energy companies currently; and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. “Boycott Energy Companies” means, without an ordinary business purpose, 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 with a company because the company:
  - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
  - b. does business with a company described by Paragraph (a) above; 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

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

**STATE OF TEXAS – HOUSE BILL 19, 87<sup>th</sup> TEXAS LEGISLATURE VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Person Name)

\_\_\_\_\_  
(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
- 2. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. “Discriminate against a firearm entity or firearm trade association”
  - a. means, with respect to the entity or association, to:
    - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
    - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
    - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - b. does not include:
    - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
    - ii. Aa company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; 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

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Company Representative

# City of Bellaire

## STANDARD FORM OF AGREEMENT

Revised 1/1/2023

This Standard Form of Agreement (Agreement) is made between the City of Bellaire, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Agreement, which consists of the following parts:

- I. Summary of Agreement Terms
- II. Signatures
- III. Standard Agreement Provisions

- IV. Special Terms and Conditions
- V. Additional Agreement Documents

### **I. Summary of Agreement Terms.**

Contractor: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Price: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

\_\_\_\_\_

### **II. Signatures.** By signing below, the parties agree to the terms of this Agreement:

#### **CITY OF BELLAIRE:**

#### **CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

#### **APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

Date: \_\_\_\_\_

### III. *Standard Agreement Provisions.*

#### A. Definitions.

*Agreement* means this Standard Form of Agreement.

*Goods and Services* means the goods and services for which the City solicited bids or received proposals as described in this Agreement.

#### B. Goods, Services and Payment. Contractor will furnish Goods and Services to the City in accordance with the terms and conditions specified in this Agreement. [Payment Terms to be added].

#### C. Term, Renewal and Termination Provisions.

(1) *Term.* [Term and Termination provisions to be incorporated from RFQ]

(2) *City Termination for Convenience.* Under the paragraph, the City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.

(3) *Termination for Default.* Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.

(4) *Multi-Year Contracts and Funding.* If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required Agreement payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year of the Agreement for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

#### D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by one party to the other party to this Agreement is not applicable or effective under this Agreement. Except where an Additional Agreement Document provided by the City provides otherwise, each party to this Agreement is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Agreement in accordance with

applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

- E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.
- F. Governing Law and Venue. This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.
- G. Entire Agreement. This Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

#### **IV. *Special Terms or Conditions.***

- A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form

1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

- B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “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. This Section IV B applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.
- C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.
- E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.
- F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor’s information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent businessperson would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts

for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

**V. *Additional Agreement Documents.*** The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Contractor's Additional Agreement Documents specified below that conflicts with Sections III or IV of this Standard Form of Agreement, does not apply to this contract.

A. Contractor's Additional Agreement Documents:

1. \_\_\_\_\_

B. City's Additional Agreement Documents:

1. \_\_\_\_\_

**END OF DOCUMENT**