



**CITY OF ALAMO HEIGHTS
REQUEST FOR QUALIFICATIONS (RFQ) 2019
STREETSCAPE DESIGN SERVICES**

The City of Alamo Heights, Texas is soliciting quotes from qualified firms to provide professional services for streetscape services. The firm will develop a streetscape improvement plan for the Lower Broadway/Austin Hwy Corridor in the downtown commercial district of Alamo Heights.

Non-Mandatory Pre-Submittal Conference

The City of Alamo Heights has organized a Pre-Submittal Conference to go over any questions, comments or concerns from prospective consultants. **Attendance at the pre-proposal conference is non-mandatory.**

Thursday, June 13, 2019 @ 10 a.m.

Alamo Heights City Hall
Council Chambers
6116 Broadway
Alamo Heights, TX 78209

IMPORTANT DATES

Solicitation Release Date..... June 5, 2019
Pre-Submittal Conference..... June 13, 2019
Submittal Deadline (2:00 p.m. CST) July 5, 2019
Interviews TBD
Select Firm & Award Contract..... TBD

<u>City Contact</u>	<u>Mailing/Physical Address</u>
Nina Shealey	City of Alamo Heights
Phone: 210-882-1508	6116 Broadway
E-mail: nshealey@alamoheightstx.gov	Alamo Heights, Texas 78209

SECTION I – INTRODUCTION

A. BACKGROUND

The City of Alamo Heights is a home-rule municipality, meaning that it operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The original Alamo Heights City Charter was adopted in 1954 and then amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by state law, all powers of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level city officials. The City Council executes the laws and oversees the government of the city. The City is a full service City and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a “Council-Manager” form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve staggered two (2) year term.

The City has three (3) boards and commission: the Planning & Zoning Commission, Board of Adjustment and Architectural Review Board.

B. PROJECT OVERVIEW

The City of Alamo Heights is seeking proposals from qualified firms to provide professional landscape architecture design services to develop a streetscape improvement plan for the downtown commercial district. The qualified firm will consult with City staff and local stakeholders in preparation of a streetscape improvement plan.

The streetscape improvement plan will focus on the lower Broadway/Austin Hwy corridor, which is approximately 1.20 miles, stretching from the Burr Rd to Austin Hwy down to New Braunfels. The goal is to create a streetscape plan that enhances the Metropolitan Planning Organization (MPO)/Texas Department of Transportation (TxDOT) Redevelopment Project and creates a unique, cohesive identity for this growing commercial corridor. The plan will be used as a guide for capital improvements along the public right-of-way as well as recommendations for private landscaping as properties develop within the City. Design elements may include: street trees, other landscaping, pedestrian corridor design, furniture, signage, lighting, sidewalks and hardscapes.

The qualified firm should demonstrate experience working with the TxDOT and be knowledgeable regarding planting guidelines along roadways, clear zone requirements, permitting within the public right-of-way, etc. Plant materials should be low maintenance, cost effective, and hardy. Native plants are encouraged and thought should be given to year-round appeal.

C. SUBMITTAL REQUIREMENTS

Respondent shall submit one (1) complete original proposal signed in ink, four (4) hard copies of the entire proposal and one (1) electronic copy in PDF format on USB Flash Drive in a sealed package clearly marked with the project name, "RFQ 2019, Streetscape Design Services," shall be marked on the front of the package.

In order to be considered, proposals must be received no later than **2:00 PM, Central Time, July 5, 2019**, and delivered to:

Jennifer Reyna
City Secretary
6116 Broadway
Alamo Heights, TX 78209

Proposal not received before the date and time specified will not be considered and will be returned unopened after recommendation of award.

The City will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

Addendum

Should specifications be revised prior to the deadline for submission of the RFQ, the City will issue addendum addressing the nature of the change and post them on the City's website. Firms should acknowledge any addendum and return the form with their RFQ package. Firm is responsible for checking the City's website to determine if any addendum have been issued prior to submitting their RFQ response. Failure to consider all addenda will be at the firm's risk.

Rejection of Submissions

THE CITY OF ALAMO HEIGHTS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE IRREGULARITIES, TO REQUEST ADDITIONAL INFORMATION FROM ALL RESPONDENTS, AND FURTHER RESERVES THE RIGHT TO SELECT THE PROPOSAL, WHICH FURTHERS THE BEST INTEREST OF THE CITY. THIS SOLICITATION DOES NOT OBLIGATE THE CITY TO ENTER INTO AN AGREEMENT WITH ANY PROPOSER. THE CITY RESERVES THE RIGHT TO CANCEL THIS REQUEST FOR QUALIFICATIONS (RFQ) AT ANY TIME, AT ITS DISCRETION.

Award of the Contract

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

Communication/Clarification

If any Respondent is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to Nina Shealey, Community Development Services Director, nshealey@alamoheightstx.gov, no later than ten (10) consecutive days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

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SECTION II – SCOPE OF WORK

The Lower Broadway/Austin Hwy Corridor Project includes the design of sidewalk and right-of-way improvements along Broadway and Austin Hwy. The project area is defined as follows:

Broadway

- From Burr Rd to Austin Hwy

Austin Hwy

- From Broadway to N New Braunfels

See project map in Exhibit A

The project will also include pedestrian signage and pavement markings. The project may include minor modifications to adjacent driveways in order to comply with Americans with Disabilities Act (ADA) and Texas Department of Licensing and Regulation (TDLR) standards within the stated limits of the project.

In order to implement the project description, the selected firm(s) may be responsible for the completion of the following: final design to include Plans, Specifications, and Estimates (PS&E), utility coordination, construction phase design services, and traffic control plans.

- 1) Plans shall include design and specifications for some or all of the following elements: landscaping, sidewalks, hardscapes, furniture, lighting, and signage. Different design elements shall be reviewed to help establish a cohesive design.
- 2) Plans shall include plant list, specifications, and maintenance requirements. Constraints such as underground and aboveground utilities shall be shown on the plans and be taken into consideration in the plan's development.
- 3) Plans shall include recommendations to private properties.
- 4) Provide all necessary design revisions and or modifications as required.
- 5) Coordinate design with TxDOT and obtain all necessary approvals.
- 6) Provide recommendations to the City on any modifications to zoning codes necessary to achieve a well-designed streetscape.
- 7) Submit a construction estimate based on the approved design.
- 8) Develop a final streetscape improvement plan.
- 9) Provide cost estimates
 - a. Detailed cost estimates shall be developed for all aspects in the plan.
- 10) Assist with Bid Documents
 - a. Establish a complete project timeline that meets the City's completion goal and includes phasing of the construction
 - b. Assist with the development of bid documents for the elements and segments the City chooses to implement from the final streetscape plan
- 11) Cross-sections
 - a. If funding allows, cross sections of the corridor shall be developed to show the corridor view from the vehicle or pedestrian perspective

The project will be funded by the City of Alamo Heights. The design will be locally managed by the City of Alamo Heights with TxDOT reviewing and approving the Plans, Specifications, and Estimate (PS&E) package.

From this RFQ, the City of Alamo Heights will select one firm that have the technical capacity required to complete the project. The firm must be able to execute extensive coordination with various regulatory agencies, public entities, public and private utilities. The following is a list of currently identified existing entities that may need to be contacted or coordinated with:

- City of Alamo Heights Public Works Department
- Texas Department of Transportation (TxDOT)
- Metropolitan Planning Organization (MPO)
- Bexar County
- CPS Energy
- VIA Transportation

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SECTION III – STATEMENT OF QUALIFICATIONS (SOQ) CONTENTS, PROVISIONS AND REQUIREMENTS

SOQ/PROPOSAL FORMAT, CONTENTS AND EVALUATION CRITERIA

The RFQ has been structured to provide specific requirements which function as a standardized framework for the evaluation of prospective Proposer's qualifications.

The responses to this RFQ must be made in accordance with the format set forth in this Section. Only SOQs that have been determined to be responsive will be considered. Failure to adhere to the following format may cause rejection of the SOQ as non-responsive.

1. Cover Letter

The SOQ shall contain a cover letter and introduction, which includes the company name and address, name and telephone number of individuals authorized to represent the Proposer regarding all matters related to the SOQ/proposal and any contract subsequently awarded to the Proposer. This letter shall be signed by any person(s) authorized to bind the company to all commitments made in the SOQ.

If the Proposer is a partnership, the SOQ must be signed in the name of the partnership by a general partner thereof. If the Proposer is a corporation, the SOQ must be signed on behalf of the corporation by two authorized officers (Chairman of the Board of Directors, President or Vice-President and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on at least one copy of the SOQ submitted to the City.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Team Capability

The Proposers' capability to perform all of the work and recent experience in projects comparable to the proposed scope of work.

4. Key Personnel/Qualification of Staff

The Proposer's key personnel professional qualifications, experience, availability for the proposed project; their reputation, professional integrity and competence; and their knowledge of the TxDOT policies and procedures. Specific emphasis should be placed on the primary contact, team expertise leaders, and sub-consultants being used on the project.

5. Quality of Similar Projects

The Proposer's capability to meet aggressive schedules and deadlines; quality of similar previous projects and their capability to complete similar plans without having major cost escalations or overruns. Provide at least five project descriptions and references from previous projects.

6. Understanding the Scope of Work

The Proposer's understanding of the project and potential challenges.

7. Familiarity

Degree of interest shown by the Proposer in the undertaking of the project, their familiarity with and proximity to the geographic location of Alamo Heights and the project. Describe the ability of the project team to meet in person with the City staff when required during the performance of the contract.

8. References

Name, title, address, telephone number and email address of three (3) former or current clients who have, within the last five years, contracted with the Proposer for services similar to those described in this RFQ. If teams represent more than one firm/organization, provide three references for each. Provide references for completed projects, which represent the range of tasks required under this RFQ. Include project name, brief description, contact name, address, phone number and email information.

9. Additional Data:

Include any other data the Proposer considers essential to the evaluation of the SOQ.

10. Addendum Acknowledgment

The SOQ/proposal shall contain an acknowledgment of receipt of all amendments and/or addenda to the RFQ.

11. Company Portfolio or Annual Report

The Proposer should submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects, and all pending litigation in which the company may be directly or indirectly involved.

12. Evaluation Criteria

Evaluation of the SOQ/proposals will be weighted as follows:

- 40% **Qualifications of the Firm**
 - Background and experience in the field;

- Experience with projects of similar size and scope;
- Experience working with municipal projects;
- Overall approach and schedule to meet the City's schedule/timeline

40% **Qualifications of the Staff Members**

- Project manager(s) and key staff members' background and experience;
- Subcontractor's (if any) background and experience;
- Project manager(s)' communications with City Staff

20% **Understanding Scope of Services**

- Demonstrated creativity of design and understanding of the Scope of Services;

Pass/Fail

References

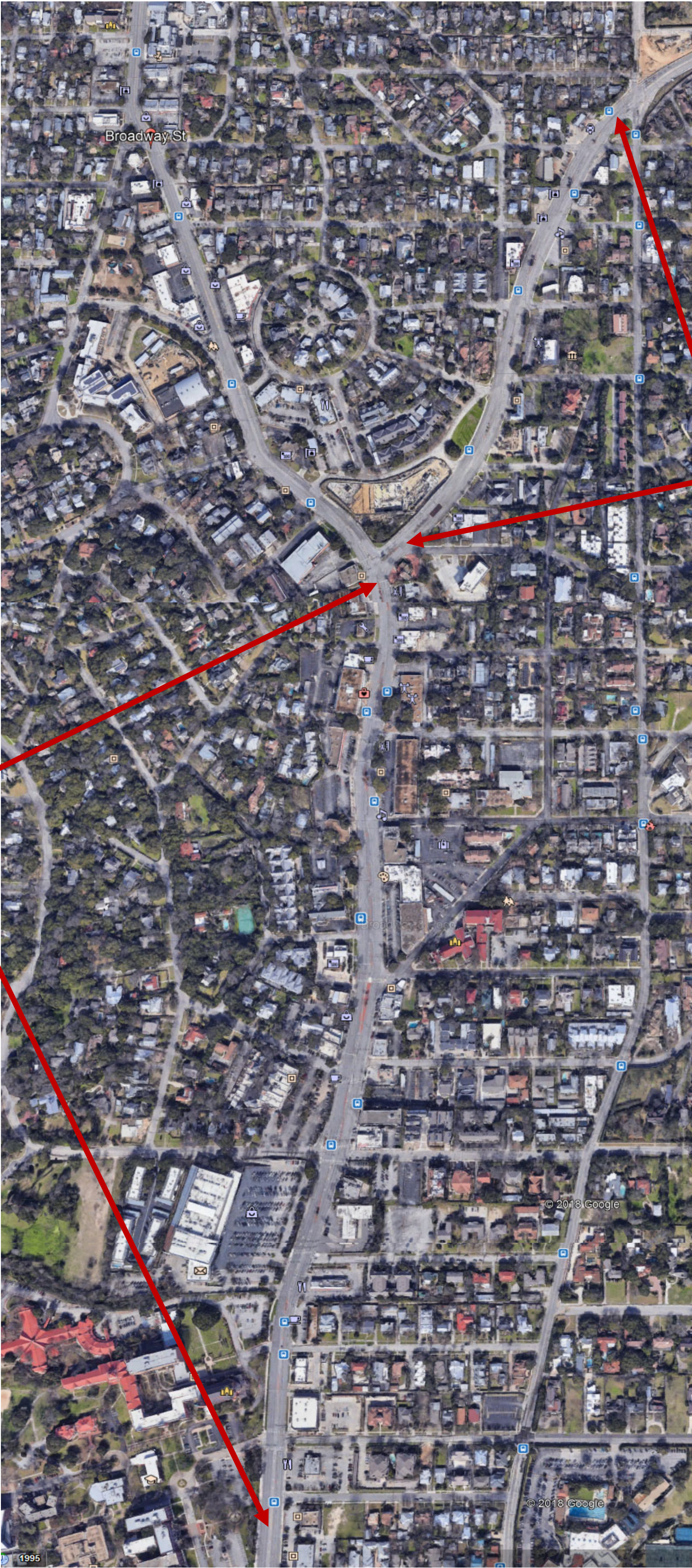
- Similar projects completed on time and within budget;
- History of effective communication with clients;
- Client Satisfaction.

Proposers may be invited to an interview with the Evaluation Committee and should be prepared to have key management personnel available for these interviews. The successful Proposer(s) will be named after the SOQs are evaluated. The Evaluation Committee will make recommendations to the City Council. If interviews are not held, final selection will be based solely on the RFQ submittal.

Exhibit A

Broadway

Austin Hwy





CITY OF ALAMO HEIGHTS
6116 BROADWAY
ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	June 5, 2019	Request For Proposal Title
		STREETSCAPE DESIGN SERVICES
DATE OF CLOSING: TIME OF CLOSING:	July 5, 2019 (No later than) 2:00 p.m. CDT	DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

Signature of Authorized Individual

Typed Name of Authorized Individual

Date

Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

(a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the

last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- ☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- ☐ Partnership
- ☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
- ☐ Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your bid or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, reorganization, or departure of key personnel within the next twelve (12) months?

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes ☐ No ☐ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office? Years _____ Months _____

b. _____ S
state the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty* (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT H
VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and
Fax of Majority Owner
Principal Place of
Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name