



REQUEST FOR QUALIFICATIONS (RFQ)
RFQ # 26-046
Pavement Condition Index Survey

The City of League City is now accepting sealed statements of qualifications for professional engineering services to assess the condition of the City of League City's roadway network.

Sealed statements of qualifications must be received by **11:00 a.m., CST, Monday, October 26th, 2026**. The clock located at the front desk in City Hall will be the official time. Submittals received after this deadline will not be opened and will be considered void and unacceptable.

Immediately following the due date and time submittals will be publicly opened, in a manner that does not reveal their contents, at **Johnnie Arolfo Civic Center, 400 West Walker Street League City, TX 77573**. The contents of all submittals will remain confidential until after a contract has been awarded by City Council.

The question deadline for this bid is October 8th at 5:30 p.m.
The addendum deadline is October 15th at 5:30 p.m.

The RFQ packet may be obtained from the City's website at:
<https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this RFQ must be submitted in writing to the Purchasing Department via email: purchasing@leaguecitytx.gov.

First Publication: September 24th, 2026
Second Publication: October 1st, 2026

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**City of League City
Request for Qualifications #26-046
Pavement Condition Index Survey**

I. Introduction

The City of League City is soliciting Statements of Qualifications (SOQs) from interested and qualified firms to provide professional engineering services to assess the condition of the City of League City's roadway network. It is the intent of the City to select a single company/firm to accomplish all specifications outlined in this RFQ. It is the City's intention to make a single award to satisfy all services listed in the Scope of Work but the City does reserve the right to make a multiple awards to satisfy all services outlined in this RFQ. The City intends to enter a one-year agreement.

A. Clarification and Interpretation of RFQ

1. The words "must" or "will" or "shall" in this RFQ indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the submittal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the quote and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFQ is to provide minimum requirements, solicit statements of qualifications, and gain adequate information from which the City may evaluate the bidder's products and services as they compare to the other providers and as they pertain to the needs of the organization.

C. Confidential or Proprietary Information

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

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

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

upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or proprietary information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

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

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

D. Background Information

League City is a home-rule, incorporated city with a 2025 population of approximately 125,884. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 584 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Bidders

A. General

This section outlines specific instructions for submissions. Bidders not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all submissions will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all submissions will be open for public inspection after the contract award. All submissions become the property of the City of League City. Bidders can attend in person at the address below:

**Johnnie Arolfo Civic Center
400 West Walker Street
League City, TX 77573**

Receipt of Statements of Qualifications and Opening Sign-In Sheet will be uploaded to the City Website within 48 hours after Bid Opening.

2. The City of League City requires comprehensive responses to every section within this RFQ. Conciseness and clarity of content are emphasized and encouraged. Vague and general submissions will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described statement of qualifications format. The intent of the statement of qualifications format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the statement of qualifications as requested may result in the disqualification of the statement of qualifications. It is requested that submissions be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attachment A forms. Submissions shall have 1" margins and be single-sided, single spaced, using Times New Roman 12-point font. All pages of the submission must be numbered, and the submission must contain an organized, paginated table of contents corresponding to the sections and pages of the submission. Preferred binding is paper clip, binder clip or three-ring binder.

B. Statement of Qualifications Submission

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

1. Public Purchase – Electronic Submission
Submissions can be received electronically through www.publicpurchase.com. Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at support@publicpurchase.com.
2. Delivery or Mail – Hard Copies
Hard copy submissions can be submitted with one (1) copy marked "original" and one (1) copy marked "copy", properly labeled and clearly marked with the RFQ number and description. Hard copies should be delivered to:

City of League City
Purchasing Department
City Hall
300 West Walker
League City, TX 77573
Monday – Thursday 7:30 am to 5:30 pm
Friday: 7:30 am to 12:00 pm

Submissions sent via courier must be sealed in a separate envelope inside of the mailer.

Mark envelope/package: RFQ 26-046 Pavement Condition Index Survey

C. Bidding Timeline

The selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Qualifications Issued:	September 24 th , 2026
Deadline for Submitting Questions:	October 8 th , 2026
Deadline for Q&A Addendum:	October 15 th , 2026
RFQ Submission Deadline:	October 26 th , 2026
Anticipated Contract Start Date:	TBD

III. Scope of Work

A. General

The City of League City seeks a qualified professional engineering firm to assess the condition of the City-maintained roadway network, to model how that network will perform over time, and to recommend a defensible multi-year maintenance, rehabilitation, and preservation strategy with associated funding scenarios.

The City intends to use the results of this work to set the annual street maintenance program, to inform long-range Reinvestment capital planning, and to support funding recommendations to the City Manager and City Council. The engineering judgement behind the recommendations, and the ability to defend that judgement in a public setting, will be important. The City also intends to retain and maintain the resulting pavement management system between assessment cycles. Long-term City ownership of and access to the underlying data is a material requirement of this project.

B. Project Overview

The City of League City maintains approximately 413.75 centerline miles of roadway. Condition assessment under this project will cover:

- 292 centerline miles are 15 years or older and are included in the scope of this project.
- All City-maintained asphalt pavement, without regard to construction date: approximately 54.71 centerline miles.
- All City-maintained concrete pavement constructed fifteen years (15) or more prior to data collection: approximately 237.31 centerline miles.

- Roadways under the jurisdiction of the Texas Department of Transportation, Galveston and Harris Counties will be included in video imaging with low level assessment effort to be determined during project scoping meeting.
- All TxDOT-maintained asphalt pavement, without regard to construction date: approximately 28.46 centerline miles.
- All TxDOT-maintained concrete pavement constructed, without regard to construction date: approximately 13.24 centerline miles.
- Private streets are excluded from this study.

C. Background

The City completed a network pavement condition assessment in 2020. Respondents should be aware of the following in evaluating the work required:

- Distress data in that study was derived from technician review of forward-facing high-definition video. No automated distress detection, rut depth measurement, or roughness (IRI) data was collected.
- The reported network average PCI was 79, with concrete at 81 and asphalt at 68.
- The pavement management software license and hosted imagery from that project were hosted and administered by the consultant.
- The City will make the 2020 report available to the selected firm.

D. Project Objectives

The full scope of services will be defined in detail during negotiation with the selected firm. In general terms, the work is expected to include:

- Roadway network inventory and segmentation within a GIS environment.
- Field collection of pavement condition data and roadway imagery.
- Pavement condition assessment and PCI determination in accordance with ASTM D6433.
- Development and calibration of pavement deterioration and performance models.
- Pavement needs analysis, treatment strategy development, and multi-year funding scenario analysis.
- Preparation of a Roadway Management Plan assisting with the governance of the City's on-going street program.
- Delivery, configuration, and deployment of a pavement management system, with associated GIS integration, training, and data transfer to the City.
- Reporting and presentation of findings to City Staff and to the City Council.
- The City anticipates a project duration of approximately ten to twelve months from Notice to Proceed and anticipates issuing a Professional Services Agreement in the first calendar quarter of 2027.

E. Project Initiation

The proposer shall provide all labor, equipment, software, materials, supervision, and incidentals necessary to complete the following tasks:

- Participate in a project kickoff meeting with City staff.
- Review the project scope, schedule and roles.
- Receive and review City GIS centerline data for asphalt and concrete roadways fifteen (15) years or older.
- Prepare and submit a Project Implementation Plan, routing plan, and project schedule.

F. Roadway Inventory and Data Collection

The proposer shall:

- Develop a comprehensive roadway inventory.
- Collect continuous pavement imagery and condition data for integration into an interactive pavement management software program.
- Capture pavement roughness, rutting, and surface distress data in accordance with ASTM standards.
- Provide a weekly project progress dashboard or report status report throughout data collection.

G. Pavement Condition Assessment

The proposer shall:

- Evaluate pavement surface distresses.
- Measure pavement rut depth where applicable.
- Calculate the Pavement Condition Index (PCI) in accordance with ASTM D6433-18.
- Perform Quality Control/Quality Assurance procedures and provide a Quality Management Plan.
- Deliver both raw and processed project data in Microsoft Excel and ArcGIS geodatabase formats. Per ASTM D6433 Include all project level data and all sample level data.
- Deliver video of inspected pavement to be linked to individual roadway segments.

H. Analysis and Reporting

The proposer shall:

- Perform a financially optimized five-year pavement needs analysis.
- Develop pavement management sections and spatially optimize project recommendations.
- Prepare pavement performance prediction models and funding scenario analysis.
- Prepare draft and final reports with GIS layers and interactive dashboards using Power BI, ArcGIS Online (AGOL), or equivalent platform approved by the city.

I. Deliverables

At a minimum, the proposer shall provide the following deliverables:

- Final Pavement Condition Report signed and sealed by a Texas Licensed Professional Engineer.
- PCI and pavement distress datasets.
- GIS geodatabases with imagery/video.
- Dashboard access in perpetuity with one (1) year of software support following final project acceptance
- Cost proposal for future software licensing, maintenance, and technical support.
- Video files linked to roadway segments.
- All data, imagery, databases, software configuration, reports, GIS layers, videos, and associated metadata developed under this contract shall become the property of the City of League City.
- External hard drive containing MPEG-4 video files in 1080p format, or equivalent.

J. Options

The proposer may include the following:

- Cost proposal for utilizing ASTM E1926-08, Standard Practice for Computing International Roughness Index of Roads from Longitudinal Profile Measurements (IRI).
- Cost proposal for LCMS-2 technology for data collection.

IV. Statement of Qualifications and Evaluation Format

1. Completed Cover Sheet (see Attachment A)
2. Tab A – Experience and Qualifications
3. Tab B – Project Understanding and Approach
4. Tab C – Project Schedule
5. Tab D - References
6. Tab F – Forms (see Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire
 - HB 89 Verification Form
 - Optional: Brochures and/or Pictures

A. Statement of Qualifications Format

By submission of a response to this RFQ, bidder acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFQ.

1. TAB A – Experience and Qualifications
 - a) Experience performing roadway pavement condition surveys using ASTM D6433 standards.
 - b) Experience developing Pavement Condition Index (PCI) assessments.
 - c) Experience implementing pavement management systems and GIS-based asset management solutions.
 - d) Qualifications and experience of the proposed project manager and key personnel.
 - e) Experience completing similar projects for municipalities or other public agencies.
2. TAB B – Project Understanding and Approach
 - a) Demonstrated understanding of the City's project objectives.
 - b) Proposed methodology for roadway inventory, data collection, PCI calculations, and condition assessments.
 - c) Quality assurance/quality control procedures.
 - d) Approach to data management, reporting, GIS integration, and dashboard development.
 - e) Approach to developing the Roadway Management Plan and long-term funding scenarios.
3. TAB C – Project Schedule
 - a) Realistic project schedule.
 - b) Ability to meet required milestones.
 - c) Availability of staff and resources.
 - d) Proposed timeline for data collections, analysis, reporting, software implementation, and final project completion.
4. TAB D – References
 - a) Quality of work performed.
 - b) Timeliness of project completion.
 - c) Responsiveness and communication.
 - d) Overall client satisfaction.

5. TAB F – Forms (Attachment A)

- a) Completed City of League City Texas Public Information Act
- b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).
- c) Completed HB 89 Verification Form
- d) Optional: Brochures and/or Pictures

B. Evaluation Process

All statements of qualifications will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those bidders selected for a short list may be invited to attend an interview, at the bidder's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying submissions received from each qualifying bidder and will not represent any decision on the part of the evaluation committee as to the selection of a successful bidder.

The City's process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all submissions. During the evaluation process, Bidders may be asked for additional information or clarification of submission as needed. The City will evaluate all submissions based on the following criteria. The City will evaluate all submissions based on the following criteria:

Criteria	Points
Experience and Qualifications	35
Project Understanding and Approach	40
Project Schedule	10
References	15

2. Once submissions are scored, the evaluation team will select finalist(s) and decide whether interviews should be conducted. Should interviews be conducted, each evaluation team member will award each finalist up to 30 points for their oral presentation and can amend submission scores based on the interview.
3. Statement of Qualifications scores and interview scores will be combined, and the highest overall submission identified. City will then begin contract negotiations with that Bidder.
4. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
5. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
6. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFQ process) that might affect the City's judgement as the appropriateness of an award to the best evaluated bidder. The information maybe appended to evaluation process results.

V. Procedure and Conditions

A. General

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

PROCEDURE :

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

DOCUMENTATION: Bidders shall provide with this response all documentation required by this Request For Qualifications (RFQ). Failure to provide this information may result in rejection of submission.

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

TAX EXEMPTION: The City is not liable to bidders for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the bidder.

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

EVALUATION PROCESS: It is the City's intent to enter into a contract with the bidder that offers the "best value" for the desired project. After receipt of the submissions, City of League City will evaluate the submissions based upon the evaluation criteria set forth in the RFQ. The City has, at its sole discretion, the ability to negotiate with the bidder determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the bidders deemed to be in the competitive range for award. If discussions are held, bidders identified in the competitive range will be given equal opportunity to discuss and submit revisions to their submissions. Revisions of submissions are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO.

After consideration of all BAFO responses, the City will select the top ranked bidder and the parties will enter into contract negotiations. In the event the City and the top ranked bidder's contract negotiations fail and the parties are unable to come to mutually agreed terms, the City reserves the right to move on to the next top ranked bidder and enter into contract negotiations with said next top ranked bidder.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any bidder in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFQ.

INSURANCE REQUIREMENTS: Bidder shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth in the contract with companies satisfactory to the City with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the contract shall be delivered to the City within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

ADDENDA: Any interpretations, corrections or changes to this RFQ and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: (Insert Website) . Bidders shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE SUBMISSIONS: Submissions received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non- delivery of mail, carrier, etc. The date/time stamp at the Purchasing Department's desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

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

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a submission submitted to the City for a period of up to ninety (90) days following the date specified for the opening of submissions.

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

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

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

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one submission on any one contract from a bidder or individual under different names shall be grounds for rejection of all submissions in which the bidder or individual has an interest. One or all submissions will be rejected if there is any reason to believe that collusion exists between bidders. Bidders must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this RFQ, you acknowledge that you have been notified of the

requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each submission.

PURCHASE ORDER: City of League City may generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

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

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

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

CONTINGENCIES: Before submitting their bid, bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Bidders should include in their quote all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf>

RENEWALS: Renewal options executed under this RFQ may occur only if, a renewal option is expressly referenced in this RFQ and upon the execution of a new written agreement by both parties. A renewal is intended to serve as an extension of the original agreement, under the same or substantially similar terms. The inclusion of a renewal option in this RFQ shall not be construed as a commitment or obligation by either party to enter into a renewal. As such, the City retains the right, in its sole discretion, to accept or reject any proposed renewal or associated renewal terms.



STANDARD AGREEMENT

(Version 9-22-2023)

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

Terms:

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

Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **Choose an item.** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the “Parties”) agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor’s delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during

performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS**

CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
18. **Jurisdiction:** Any dispute under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that

any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality which may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those relating to limitations on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
29. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of

performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

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

(signature block on next page)

Sample

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

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

Click or tap here to enter text.

CITY OF LEAGUE CITY – “City”

Click or tap here to enter text.

Attest:

Diana Stapp, City Secretary

Approved as to Form

Office of the City Attorney

Sample

Exhibit A

Scope of Services/Description of Products/Payment Schedule

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

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

Sample