

City of Bellaire

**REQUEST FOR PROPOSALS (RFP)
FOR
CITY OF BELLAIRE
CITY HALL SOLAR PROJECT**

RFP No. 24-002

**Pre-submittal Meeting, Wednesday, January 17, 2024, at 10:30 a.m. CST
Proposal Due: Wednesday, January 31, 2024, at 10:30 a.m. CST**

**CITY OF BELLAIRE, TEXAS
7008 South Rice Avenue
BELLAIRE, TX 77401**

**Karl Miller
Director of Parks, Recreation, and Facilities
Phone Number: 713-662-8109
Email Address: kmiller@bellairetx.gov**

**CITY OF BELLAIRE
REQUEST FOR PROPOSALS
CITY HALL SOLAR PROJECT
TERMS AND CONDITIONS**

GENERAL INFORMATION

In an effort to reduce utility costs while improving environmental sustainability within the community, the City of Bellaire ("City") is seeking proposals from interested Vendors that are capable of designing, permitting, procuring, installing, commissioning, and maintaining a behind the meter solar photovoltaic ("PV") project on the rooftop of its City Hall Building located at 7008 South Rice Avenue, Bellaire, TX. 77401.

Through the RFP process, the City intends to select only one Vendor for the solar project and will evaluate each proposal based on the completeness of required RFP responses, commercial attractiveness, technical criteria and qualifications, reference checks, and other information that will be gathered independently.

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

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

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

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

PERSONNEL QUALIFICATIONS AND ABILITIES

Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the proposed personnel's capability, academic background, training, certifications, and experience. If sub-consultants are employed, similar information must be provided, and the portions to be sub-consulted must be identified.

ideal Vendor(s) shall possess:

- Valid license to do business in the State of Texas.
- Texas Professional Engineering (PE) registration for photovoltaic/electrical, structural, civil, and fire protection work.
- North American Board of Certified Energy Practitioners (NABCEP) certification.

PROJECT SCOPE AND STANDARDS

The Vendor will install a rooftop-mounted solar photovoltaic system utilizing Tier-1 solar PV equipment within the boundaries identified in the aerial photo in Exhibit B.

It is required that bifacial solar panels are utilized, and that the mounting hardware requires very low to no roof penetration, such as a ballasted design. In Exhibit C, the Solar Roofing System Specifications by the building's Roof Manufacturer GAF are provided. The selected Vendor must follow these specifications and provide certified documentation from a roof manufacturer-authorized installation company that the solar system was installed correctly and that the warranty on the roof has not been and will not be compromised.

In addition to the Vendor's baseline proposal, alternative proposals to demonstrate qualification for Federal Investment Tax Credit Bonus Adders (Energy Community and/or Domestic Content) are also required, as described in Item I of the CONTENT OF PROPOSAL section below.

This project's scope is all-inclusive and includes planning, permitting, engineering, labor, materials, delivery, installation, commissioning, and warranties. This includes all structural and utility modifications that are required.

Operations and maintenance services (preventative and reactive) will also be included for the first two years after system startup and acceptance by the City of Bellaire.

The Vendor shall include all elements necessary for a turn-key project in its proposal, including incentive applications, grid connection agreements, all permits and approvals from governing agencies, and all labor, taxes, services, and equipment. All permitting, building, and interconnection fees shall be the responsibility of the Vendor.

The Vendor is responsible for all grid interconnection requirements to the local utility and purchase agreements necessary to export power to the local utility.

All installations shall comply with current local, state, and federal government codes and regulations. Equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter's Laboratory [UL]) and meet existing facility structural, electrical, and fire safety requirements and environmental standards.

CONTENT OF PROPOSAL

The proposal shall define the capabilities of the company submitting the proposal to supply and maintain the services as requested in the RFP. The response should be specific and complete.

To provide for ease and uniformity and to aid in the evaluation of proposals, proposers shall comply with the sequence outlined herein. **IN NUMBERING PROPOSALS, THE PROPOSER SHALL USE THE SAME SECTION NUMBERS AND TITLES AND SHALL PROVIDE ITS RESPONSES IN THE SAME ORDER AS EACH QUESTION IS NUMBERED AND BE SEPERATED WITH A DIVIDER.** Failure to comply may result in rejection of the proposal. The proposal shall be completed in sections, which are described below.

The submission shall be in a font size of at least 11 points.

The proposals submitted should consist of only the following sections in the following order:

- A. **Cover page**- The cover page shall include the following: the responding firm's name, address, phone number, and the following title: City of Bellaire- Request for Qualifications for City Hall Solar Panel Project- RFP NO. 24-002.
- B. **Transmittal Letter**- The transmittal letter shall indicate the intention of the company to adhere to the provisions described in the RFP. The transmittal letter shall:
1. Be presented on company letterhead,
 2. Identify the submitting organization,
 3. State (a) the ability of the firm to complete the work within a stated period and (b) the office address where work will be conducted,
 4. Attest to the truth and accuracy of all items and information included in the RFP package,
 5. Acknowledge receipt of any addenda to this RFP,
 6. Be signed by the person authorized by the organization to obligate the organization contractually, who shall be identified by name and title,
 7. State the willingness of the proposer to sign a Service Agreement as written and
 8. Be limited to one (1) page.
- C. **Table of Contents** - The table of contents should list sections. All pages shall have a unique identifier and be numbered sequentially.
- D. **Proposer Information** - The submitter should complete the attached Proposer Information Form, included in the RFP packet, a copy of their W-9, proof of insurance, and a copy of the license to do business in the State of Texas.
- E. **Affidavit of Ownership or Control** - A completed Affidavit of Ownership or Control shall be included with the proposal in the RFP packet.
- F. **Base Proposal** - The proposal should include a full description of major services/tasks to be provided, the proposer's approach to each service/task, and the proposed timeline for completing the services. It should demonstrate the proposer's understanding of local conditions, the project needs, and any specifics concerning the project needs deemed relevant by the proposer.

The Base Proposal shall include the following baseline information:

- Overall System Size in Kw DC
- Schematic Design Layout Drawing, including meter connection points, module azimuth/tilt, and impact of shadowing where applicable.
- Expected kWhr production by the month and total for the first year of operation.
- Expected Annual Degradation Percentage
- Total System Cost (lump sum) with Breakout Pricing and Progress Payment Schedule
- Panels: type, size, manufacturer name and location, model number, warranty details, spec sheet
- Inverters: type, size, voltage, manufacturer name and location, model number, warranty details, spec sheet
- Racking: type, manufacturer name and location, model number, warranty, spec sheet
- Monitoring: description of controls to remotely monitor system performance and track energy

production

- Description of Project Management, Quality Assurance, Testing, and Commissioning plans
- Detailed technical explanation about how and why:
 - The solar PV system will be able to meet the minimum hurricane and wind load thresholds required by the code for the local area.
 - The structural capacity of the roof and building can fully withstand the weight of the solar PV system.
 - The basis of the expected system KwHr production is accurate and achievable after the award.
- Confirmation that after award, a Licensed Professional Structural Engineer will provide written and stamped verification that:
 - The Solar PV system will meet the minimum hurricane and wind load thresholds required by the code for the local area.
 - The structural capacity of the roof and building can fully withstand the weight of the solar PV system.
- Evidence that the roof warranty of the building will not be compromised, and a description of what leak prevention measures will be implemented if necessary.
- Detailed project schedule with timelines of major milestones such as permitting, design, equipment ordering, construction, inspection, and system startup.
- Workmanship warranty scope and duration
- Description of operations and maintenance program (preventative and reactive) – included in scope for the first two (2) years after system startup. A recommended preventative maintenance plan for the years following the first two years.
- Project team's Knowledge and experience in preparing similar projects and preparing cost and saving analysis.
- The Vendor's Solar PV Project Sales Agreement must meet the approval of the City of Bellaire attorney prior to a recommendation to the Bellaire City Council.

G. **Resources and Staffing Plan** - A resources and staffing plan shall be included with the proposal. At a minimum, it should include:

- An overview of the proposer's ability to staff the project with experienced and qualified personnel (Limit to one page),
- An overall work chart of all project team members as identified in item (c) below (Limit to one page if possible),
- The following items for each project team member, including subcontractors, who will be assigned to the project team (Limit to one page per team member):
 - Names and title,
 - Detail of the role and expected time/involvement,
 - Related experience and qualifications, and
 - Employment dates (will serve as verification that the proposed team members are currently employed by the provider/subcontractor).
 - Demonstration and verification that the Proposer, including subcontractors, possesses the appropriate skills, licenses, certifications, and/or registrations required by the State of Texas to provide the required services.

- H. **Pricing Form** - Provide the Base Proposal and the optional three alternative pricing opportunities on the Pricing Form provided with the requested additional information:

BASE PROPOSAL WITH ALTERNATIVE #1 information:

- Qualification for Federal Investment Tax Credit “Energy Community” Bonus Adder
- Proof of Prevailing Wage and Apprenticeship Capability
- Total System Cost (lump sum) with Breakout Pricing and Progress Payment Schedule
- Any other required proposal item that may be different from the BASELINE proposal

BASE PROPOSAL WITH ALTERNATIVE #2 information:

- Qualification for Federal Investment Tax Credit “Domestic Content” Bonus Adder
- Proof of Domestic Content sourcing capability for all equipment provided.
- Please confirm the following:
 - Overall System Size in Kw DC
 - Expected KwHr Production in Year 1 by Month
 - Expected Annual Degradation Percentage
 - Total System Cost (lump sum) with Breakout Pricing and Progress Payment Schedule
 - Panels: type, size, manufacturer name and location, model #, warranty details, spec sheet
 - Inverters: type, size, voltage, manufacturer name, location, model #, warranty details, spec sheet
 - Racking: type, manufacturer name and location, model #, warranty, spec sheet
 - Monitoring: description of controls to remotely monitor system performance and track energy production
- Any other required proposal item that may be different from the BASELINE proposal

BASE PROPOSAL WITH ALTERNATIVE #3 information:

- Qualification for both Federal Investment Tax Credit “Energy Community” and “Domestic Content” Bonus Adders
- Provide information as required for both Alternative #1 and Alternative #2

- I. **Texas Legislature Verification Forms** - The following completed Texas Legislature Verification Forms shall be included with the proposal:

- STATE OF TEXAS – HOUSE BILL 89, 85TH TEXAS LEGISLATURE VERIFICATION (Israel)
- STATE OF TEXAS – HOUSE BILL 13, 87TH TEXAS LEGISLATURE VERIFICATION (energy companies)
- STATE OF TEXAS – HOUSE BILL 19, 87TH TEXAS LEGISLATURE VERIFICATION (firearm entities)

- J. **References** – A list of similar projects that your firm completed within the last five years. To be considered, respondents are required to have designed, installed, operated, maintained, and completed a minimum of five solar PV projects in the United States that are commercial grid-connected solar PV systems. Project information should include project description (location, size, mounting design), year completed, client name, point of contact name, telephone number(s), e-mail address(s), and year completed.

- K. **Additional Forms** – The following forms must be submitted:

- Proposed Pricing Form
- Proposer Information Form

- Form CIQ (Conflict of Interest Questionnaire)
- Affidavit Of Ownership or Control
- References

- L. **Example of Solar Power Projects and Studies (Optional)** - The proposer may include up to two work product examples of recently completed solar projects and provide utility cost-of-service and rate reduction reports in the proposal packet. If provided, it is preferred that the reports should be for similar cities and similar services. The examples may be either paper reports or web links.

SUBMITTAL INFORMATION

RFP Procedural and Content Questions (Requests for Clarification)

Vendors may identify errors, omissions, or ambiguities in the RFP. If so, or if there are doubts or concerns about the meaning of any part of this RFP, requests for clarification should be submitted **in writing by email to Karl Miller, Director of Parks, Recreation, and Facilities, at kmiller@bellairetx.gov no later than 5:00 p.m. CST on Wednesday, January 24, 2024.** Emailed requests for clarification must include "RFP No. 24-002" in the email subject line. The issuance of a written addendum is the only official method whereby interpretation, clarification, correction, or additional information can be given. However, before submitting the proposal, each Vendor shall be responsible for visiting the City's website at www.bellairetx.gov/bids to determine if an addendum was issued. An addendum will be issued to address any submitted requests for clarification, along with any changes to the RFP due to these clarifications. The addenda will become a part of this RFP.

Questions regarding the project will not be accepted by phone, text message, fax, or any other form of communication. All questions must be e-mailed. Those submitting an inquiry will receive a receipt notification within one business day. If notification is not received, please contact Karl Miller at 713-662-8109 to ensure the e-mail was received. The City of Bellaire is not responsible for inquiries not received. Inquiries will be answered within three business days and include all those in attendance at the pre-submittal meeting and those who have requested to receive responses to inquiries.

Submission

Interested parties wishing to submit a proposal **must submit one unbound original, five bound duplicates, and one electronic copy in PDF format to be provided on one USB-compatible flash drive, properly labeled with the RFP number on all submitted items, in a sealed package** with proof of insurance, current W-9, completed Conflict of Interest Questionnaire and a copy of their license to do business in the State of Texas. Additional information related to submittals is acceptable.

The Submittal must be signed by a company officer legally authorized to enter a contractual relationship in the Vendor's name. **Submittals must be delivered to the City Clerk at Bellaire City Hall located at 7008 South Rice Avenue, Bellaire, Texas 77401, no later than 10:30 a.m. CST on Wednesday, January 31, 2024.**

Submittals shall be addressed:

"DO NOT OPEN IN THE MAIL ROOM"
RFP No. 24-002 Enclosed
CITY OF BELLAIRE CITY HALL SOLAR PROJECT

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

All proposals must be complete, accurate, and in the City-approved format specified herein.

The City's charter and procurement policy requires that all proposals submitted be sealed, secret, and unopened through the due date for proposals specified in this RFP. **Therefore, proposals submitted directly to the City by facsimile machine or email will be deemed non-responsive and eliminated from consideration.**

Without exception, proposals must be submitted no later than 10:30 a.m. on the due date. **Proposals received on or after the time and date specified in this RFP are late and shall be deemed non-responsive and will be eliminated from consideration.**

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

All proposals will be publicly opened, and the names of all contractors submitting proposals and the amounts of their proposal to provide services will be read aloud following the 10:30 a.m. CST submittal deadline on Wednesday, January 31, 2024, in the City of Bellaire City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401.

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

Proposal Evaluation:

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will first be analyzed to determine overall responsiveness and completeness as defined in the Proposal Format and Organization section and the Evaluation Criteria section of this RFP. Failure to comply with the instructions or submission of a proposal that does not satisfy these sections may result in the proposal being deemed non-responsive and may, at the discretion of the Committee, as defined below, result in the proposal being eliminated from further consideration.

An evaluation committee ("Committee") will be established to assist the City in selecting the most compatible and qualified company. The Committee will be comprised of City staff. This Committee will then recommend the top proposer to the City Council.

The City will award a contract and a purchase order to the most responsive Vendor, representing the most advantageous proposal to the City. Price and other factors will be considered in determining the most advantageous proposal; see the required submitted document for details:

Proposal Evaluation Scoring

The scoring of submittal packets will be based on a 100% scale.

- Proposal Presentation – It is clear, logical manner, and well-organized, all required information provided will be scored 10%.
- Qualifications and Experience - The organization and team history, experience working together, and similar projects will be scored 20%.

- Understanding of project scope - It will be scored 10%.
- Project management experience - The methodology, work plan, schedule, staffing, capacity, and capability will be scored 10%.
- Total Cost to the City of Bellaire – It will be 50% of the score.

Final Assessment (Optional)

Based on the scoring of the proposals in the initial assessment, the Committee may select the top four (4) firms to further assess. The following additional criteria scoring will be based on a 100% scale.

- References - Provided in the proposal will be scored 20%.
- Interviews - The Committee may hold interviews with the top firms to better understand the firm's experience, project strategy, and approach. The interview will be scored 80%

Based on the interviews, the Committee will make a recommendation to the Bellaire City Council for their consideration.

City's Rights to Waive

The City expressly reserves the right to waive, as an informality, minor deviations from specifications, provided the proposal's total cost is lower and the overall function of the proposal item(s) is improved or not impaired.

1. Waive any defect, irregularity, or informality in any proposal.
2. Reject or cancel any or all proposals.
3. Reissue specifications.
4. Extend the deadline time and date.
5. Procure any proposal item by other means.
6. Increase or decrease the quantity or quantities specified in the specifications unless the submitter specifies otherwise.
7. Consider and accept an alternate proposal as provided herein when most advantageous to the City.

PRESUBMITTAL MEETING AND TOUR

A pre-submittal meeting and rooftop tour is scheduled for Wednesday, January 17, 2024, at 10:30 a.m. in Bellaire City Hall, 7008 South Rice Ave., Bellaire, Texas 77401. Attendance is not mandatory; however, each Vendor must fully inform themselves of the conditions relating to the project and the labor employment thereon. All Vendors are strongly encouraged to attend to understand the requirements and expectations better. Failure to do so will not relieve a successful bidder of the obligation to carry out the contract's provisions. No other days or times will be scheduled to tour the City Hall rooftop for those that do not attend the scheduled pre-submittal meeting. Potential submitters may call 713-662-8280 between 9:00 a.m. and 10:00 a.m. on Wednesday, January 17, 2024, to determine if inclement weather caused the rooftop tour and pre-submittal meeting to be postponed. In case of severe inclement weather, an alternative pre-submittal meeting and rooftop tour will be scheduled.

Persons with disabilities requiring special accommodation should contact Karl Miller at 713-662-8280 at least two (2) days before the pre-submittal meeting.

Late Submittal and Late Modifications

Without exception, proposals must be submitted no later than the deadline of 10:30 a.m. on Wednesday, January 31, 2024. Proposals received after the time and date specified in this RFP are late and shall be deemed

non-responsive and will be eliminated from consideration. The City of Bellaire assumes no responsibility for prematurely opening a proposal not properly addressed, identified, and/or delivered to the wrong address.

Rejection Of Proposals/Cancellation

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

Minimum RFP Acceptance Period

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

Non-Collusion

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

Taxes

The city is tax-exempt. No sales tax will be charged on any products or services. The City cannot exempt any other person/Vendor from applicable sales taxes that may be required for this project. Upon request, the selected Vendor will receive the City's Sales and Use Tax Certificate of Exemption number.

Disclosure of Proposal Contents

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

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

Throughout the duration of the procurement process and resulting Contract term, the Vendor must secure from the City written approval before releasing any information pertaining to the potential work or activities covered by the RFP or the resulting Contract. Failure to adhere to this requirement may result in disqualification of the Vendor's proposal or termination of the Contract.

Effective Dates

The effective implementation date of this proposal is estimated to commence on April 12, 2024, once authorized by the City of Bellaire City Council and must be installed and operating by June 14, 2024. The City of Bellaire retains the option to extend to the submitter awarded this agreement an extension at the end of the above installation period upon agreement with the Vendor and the City. Alternative commencement and completion dates should be submitted as part of the submitter's proposal.

INSURANCE

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

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

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

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

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

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

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

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

General Aggregate Limit:	\$2,000,000.00
Products Completed	\$2,000,000.00
Operations Aggregate Limit:	\$2,000,000.00
Personal and Advertising Injury Limit:	\$1,000,000.00

Each Occurrence Limit:	\$1,000,000.00
Fire Damage Limit:	\$50,000.00
Medical Expense Limit:	\$5,000.00

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

Purchasing and Invoicing Information

The City shall generate a purchase order for the successful Vendor. The purchase order number must appear on all invoices. The city will not be responsible for any orders placed and/or delivered. Payment will be made within 30 days of receiving an invoice and upon completion of services, and once work performed has been accepted as completed by the City.

The City of Bellaire will process and pay all invoices within 30 days. Services or completion of work not completed to the City's satisfaction will delay payment until discrepancies are resolved. In case of failure to deliver services or goods in accordance with the contract terms and conditions, the City, after due written notice, may procure substitute goods or services from other sources and hold the Vendor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City may have.

All invoices shall be sent to:

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

All invoices submitted to the City for payment shall include:

- A. Description of goods or services performed.
- B. Itemized pricing
- C. Date work was completed.
- D. Purchase Order (PO) number issued to the project.

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

Bonds

The successful Vendor will be required to provide a payment and performance bond equal to or more than the project's total cost/ the full amount of the contract.

Changes to Contract

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

Procedures and Miscellaneous Items

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

Conflict of Interest Questionnaire

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

Form 1295 “Certificate of Interested Parties”

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

- A. persons with a “controlling interest” in the entity, which includes:
 - 1. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (10) percent;
 - 2. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 - 3. service as an officer of a business entity that has four (4) or fewer officers, or service as one (1) of the four (4) officers most highly compensated by a business entity that has more than four (4) officers; or

- B. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The form must then be printed, signed, notarized, and filed with the city. For more information, please review the Texas Ethics Commission Rules at www.ethics.state.tx.us/rules/.

Vendor’s Ethical Behavior

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

Basic Safeguarding of Contractor Information Systems

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

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

Anti-Boycotting Verifications

- A. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 89, 85TH TEXAS LEGISLATURE VERIFICATION.

- B. Pursuant to Section 2274.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2274.002 of the Texas Government Code; or (ii) it does not boycott energy companies, as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of the Contract resulting from this solicitation. Vendor shall state any facts that make it exempt from the boycott certification, which will be included with the proposal. A signed Verification shall be included with this proposal. See attached STATE OF TEXAS – HOUSE BILL 13, 87TH TEXAS LEGISLATURE VERIFICATION.

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

**REQUEST FOR PROPOSALS (RFP)
FOR
CITY OF BELLAIRE
CITY HALL SOLAR PROJECT**

RFP No. 24-002

The following forms must be completed and included in submittal packets. The forms are identified in the Terms and Conditions. There is no need to include exhibits A, B, & C.

All submittals must be received no later than Wednesday, January 31, 2024, at 10:30 a.m. CST. Late submittals will not be accepted.

PROPOSER PRICING FORM

NAME OF VENDOR (COMPANY): _____

ADDRESS OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

NAME PRINTED: _____

DATE: _____

1. Refer to Contract Terms and Conditions before completing the proposal.
2. Quote your best price for each item.
3. In submitting this proposal, the Vendor certifies and understands that:
 - A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Vendor or competitor, for the purpose of restricting competition regarding prices.
 - B. Vendor has incorporated any changes issued through Addenda to the RFP in this pricing.
 - C. The City reserves the right to award the contract in whole or in part.
 - D. The City reserves the right to negotiate the contract with the selected contractor on areas to be awarded the contract.

For quick reference, please provide the following four price options:

Base Proposal \$ _____

Base Proposal with Alternative #1 \$ _____

Base Proposal with Alternative #2 \$ _____

Base Proposal with Alternative #3 \$ _____

NOTE: Pricing alternatives should also be included in your proposal, along with the requested information.

PROPOSER INFORMATION FORM

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

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

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

Name: _____

Business Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (____) _____

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____

[CITY/STATE/ZIP CODE] _____

Telephone Number [OPTIONAL] (____) _____

Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____

[NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Type of Debt: _____
Account Nos.: _____
Case or File Nos.: _____
Attorney/Agent Name: _____
Attorney/Agent Phone No.: _____
Delinquent Years/Months: _____
Status of Appeal [DESCRIBE]: _____

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

Affiant

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

(Seal)

Notary Public in and for the State of _____

NOTE:

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

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

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

For Vendor doing business with local governmental entity

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

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

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

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

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

(2) the Vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and Vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the Vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and Vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the Vendor.

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

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

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

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

- (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.

Instructions for the Following Verification Forms:

- **STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION**
- **STATE OF TEXAS – SENATE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION**

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

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

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

Alternative Certification (if applicable)

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

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

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

(Check all that apply)

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

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

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

Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a) above; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

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

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

Pursuant to Section 2274.001, Texas Government Code:

1. “Discriminate against a firearm entity or firearm trade association”
 - a. means, with respect to the entity or association, to:
 - i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b. does not include:
 - i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;
 - ii. Aa company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Date

Position/Title

Signature of Company Representative

RFP 24-002
City of Bellaire
City Hall Solar Project
Exhibits

Exhibit A - Standard Form of Agreement

City of Bellaire

STANDARD FORM OF AGREEMENT

Revised 1/1/2023

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

I. Summary of Agreement Terms

II. Signatures

III. Standard Agreement Provisions

IV. Special Terms and Conditions

V. Additional Agreement Documents

I. Summary of Agreement Terms.

Contractor: _____

Description of Services: _____

Price: _____

Effective Date: _____

Termination Date: _____

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

CITY OF BELLAIRE:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

Date: _____

III. *Standard Agreement Provisions.*

A. Definitions.

Agreement means this Standard Form of Agreement.

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

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

C. Term, Renewal and Termination Provisions.

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

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

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

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

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

E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.

F. Governing Law and Venue. This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

G. Entire Agreement. This Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this

Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should the City or Contractor bring suit against the other for breach of contract or for any other cause relating to this Agreement, the prevailing party shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- L. Work Product. Any work product generated as a result of this Agreement shall be the property of the City.

IV. *Special Terms or Conditions.*

- A. As required by Section 2252.908, Texas Government Code, if this Agreement requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Agreement unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Agreement to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory, but does not include an action made for ordinary business purposes. This Section IV B applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV B does not apply if Contractor is a sole proprietorship.
- C. As required by Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- D. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not boycott energy companies as defined in Section 2274.002 of the Texas Government Code and will not boycott energy companies during the term of this Agreement. This Section IV D applies only to contracts with a value of \$100,000 or more that are to be paid wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV D does not apply if Contractor is a sole proprietorship.
- E. As required by Chapter 2274, Texas Government Code, Contractor represents and certifies that it does not discriminate against a firearms entity or firearms trade association as defined in Section 2274.001 of the Texas Government Code and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. This Section IV E applies only to contracts with a value of \$100,000 or more that are to be paid

wholly or partly from public funds of the City, between the City and any company with 10 or more full time employees. Furthermore, this Section IV E does not apply if Contractor is a sole proprietorship.

- F. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the city to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016). Contractor shall include the substance of this clause in subcontracts under the Agreement (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City Agreement information residing in or transiting through its information system.

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

A. Contractor's Additional Agreement Documents:

1. _____

B. City's Additional Agreement Documents:

1. _____

Exhibit B - Aerial of City Hall Roof Top



Solar Roofing System Specifications

Commercial

Updated: 8/13



www.gaf.com

6-Step Solar Guarantee Issuance Process

Commercial

Updated: 6/17



www.gaf.com

Exhibit C - Roof System Specifications

GAF EverGuard® **DIAMOND PLEDGE™** **NDL ROOF GUARANTEE**

No. G2018-00004051



ADDENDUM (over)

OWNER: CITY OF BELLAIRE, BELLAIRE, TX 77401

PERIOD OF COVERAGE: 15 YEARS

NAME AND TYPE OF BUILDING: BELLAIRE CITY HALL

ADDRESS OF BUILDING: 7008 SOUTH RICE AVENUE, BELLAIRE, TX 77401

ROOF SPECIFICATION: TFAN160

AREA OF ROOF: 210.00 SQUARES

APPLIED BY: BUNDREN ROOFING LLC / KATY, TX

DATE OF COMPLETION: 07/23/2018

GUARANTEE EXPIRATION DATE: 07/23/2034

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, prefashed accessories, and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. NOTE: Lexsuco® flashings are covered by this guarantee ONLY for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you MUST make sure that GAF is notified directly about the leak. In writing, within 30 days by email (preferred) at guaranteeleak@gaf.com or by postal mail to GAF Guarantee Services, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. NOTE: The roofing contractor is NOT an agent of GAF; notice to the roofing contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.

B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.

C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.

D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does NOT cover conditions other than leaks. This guarantee also does NOT cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornadoes, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse or the like.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings

- are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) use of materials that are incompatible with the GAF Roofing Materials; or (g) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's published application instructions.
- Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building or any repairs, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
- Exposure to sustained high-temperature conditions; however, for systems utilizing EverGuard Extreme® TPO membrane, exposure in excess of 195°F.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (for the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction or the suitability or code compliance of the GAF Roofing Materials for any particular structure. NOTE: Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

This guarantee must have a raised seal to be valid.

GAF
1 Campus Drive
Parsippany, NJ 07054

By: *[Signature]* 12/04/2018
Date

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COMTS700A

Exhibit C - Roof System Specifications



Solar Roofing System Specifications (Commercial)

Ballasted & Rack Mounted Solar Installations

Years*	TPO New/Tear Off	Spec #
20	FA 45 mil	T-FA-N-I-45 T-FA-N-I-45FB
25	FA 60 mil FA Extreme 50 mil	T-FA-N-I-60 T-FA-N-I-60FB T-FA-N-I-50EX T-FA-N-I-50EXFB
30	FA 80 mil FA Extreme 60 & 70 mil	T-FA-N-I-80 T-FA-N-I-80FB T-FA-N-I-60EX T-FA-N-I-60EXFB T-FA-N-I-70EX T-FA-N-I-70EXFB
35	FA Extreme 80 mil	T-FA-N-I-80EX T-FA-N-I-80EXFB
Years*	TPO Re-cover	Spec #
20	FA 45 mil	T-FA-N-I-45 T-FA-N-I-45FB

*Minimum guarantee length available

Direct Attached Solar Installations

Years*	TPO New/Tear Off	Spec #
25	FA Extreme 50 mil	T-FA-N-I-50EX T-FA-N-I-50EXFB
30	FA Extreme 60 & 70 mil	T-FA-N-I-60EX T-FA-N-I-60EXFB T-FA-N-I-70EX T-FA-N-I-70EXFB
35	FA Extreme 80 mil	T-FA-N-I-80EX T-FA-N-I-80EXFB
Years*	TPO Re-cover	Spec #
20	FA Extreme 50 mil	T-FA-N-I-50EX T-FA-N-I-50EXFB

*Minimum guarantee length available

Solar Guarantee Requirements**

1. Minimum 2 layers of insulation with a cover board as the top layer.
 - a. Top layer to be adhered.
 - b. Cover board (3/8" or 1/2" min. thickness) must be:
 - i. HD Fiberboard
 - ii. DensDeck®
 - iii. DensDeck® Prime™
 - iv. DensDeck® DuraGuard™
 - v. SECUROCK®
 - vi. HD Polyiso
2. Solar pre- and post-inspection.
3. Follow standard industry roofing practices.
4. Adhered EverGuard® roofing systems only.
5. Use EverGuard® TPO accessories with EverGuard® TPO systems only.
6. Slip-sheets of like materials are to be heat welded or adhered directly to the roof under the contact areas of the ballasted PV system.
7. Primers & adhesives for direct attached solar installations are to be compatible with GAF membrane.
8. All solar PV installations on an existing GAF roofing system should follow the 6-Step Solar Guarantee Issuance Process.
9. Consult GAF Guarantee Services for solar installations on roofing systems beyond what is mentioned here.

** GAF's guarantee does not cover damage resulting from any third-party products or systems which are attached to GAF's EverGuard® TPO or Extreme™ TPO. See guarantee for complete coverage and restriction.

Note:

Building-integrated photovoltaics (BIPV) systems are typically mounted directly to a low-slope roofing membrane. Membrane surface temperatures can be as high as 190°F in close proximity to solar panels mounted directly to a reflective (white) roofing membrane. Standard TPO formulations may fail in accelerated heat-aging studies in as little as 40 days under these conditions. Without enhanced UV and heat-protection packages, thermoplastic membranes may be subject to premature failures.

Exhibit C - Roof System Specifications



6-Step Solar Guarantee Issuance Process (Commercial)

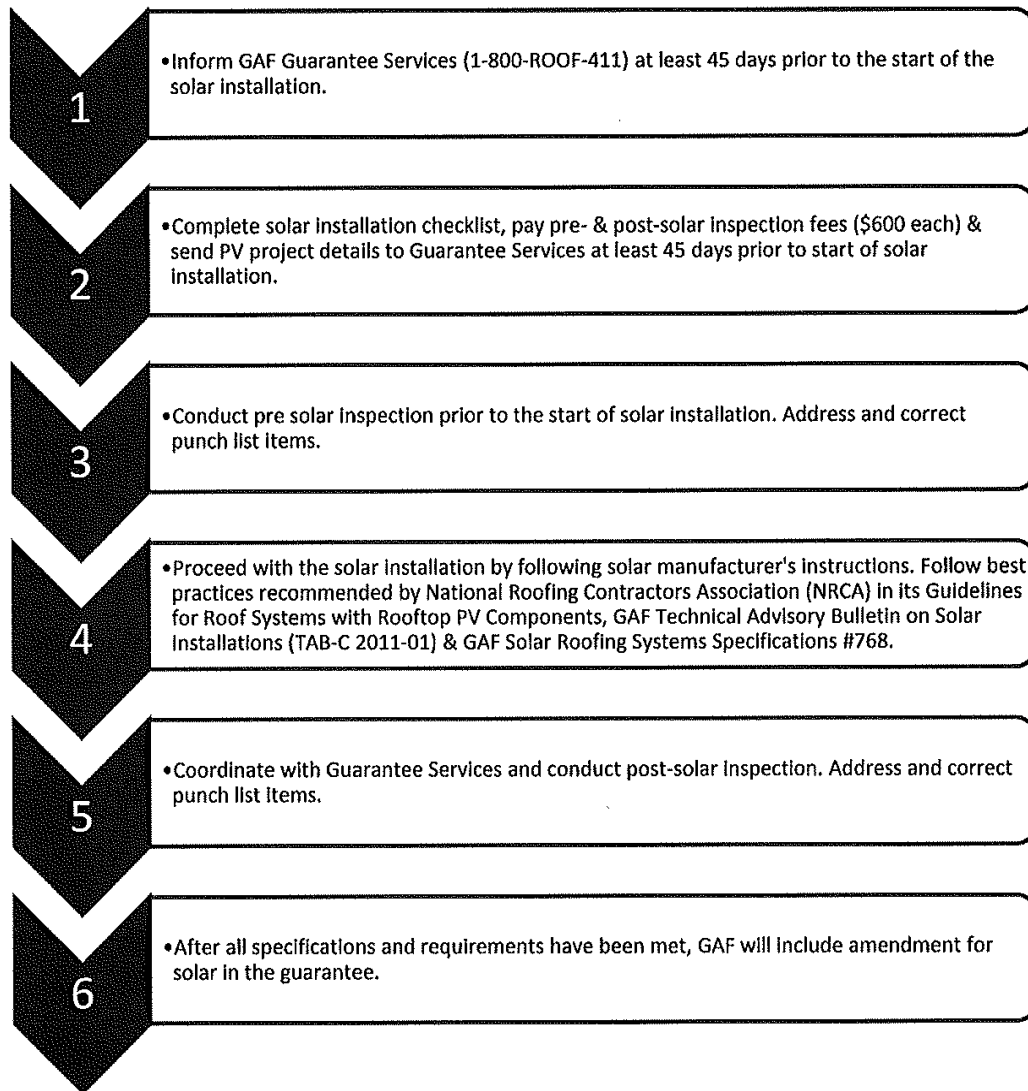


Exhibit C - Roof System Specifications

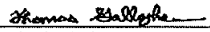
Addendum

BELLAIRE CITY HALL
7008 SOUTH RICE AVENUE, BELLAIRE, TX 77401

Notwithstanding anything to the contrary on the reverse, lack of watertightness at the penetrations through the base flashing will be excluded from guarantee coverage. The terms of this guarantee remain in full force except as specifically modified herein.

GAF

1 Campus Drive
Parsippany, NJ 07054


Authorized Signature

12/04/2019
Date