

**CITY OF SUGAR LAND  
CONTRACT FOR GENERAL SERVICES (MODIFIED)**

\$50,000.01 to \$99,999.99  
(Rev. 1-19-23)

**I. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**  E5E407216F87435...

**Date:**

**Date:** 1/24/2023

**Title:**

**Title:** CEO

**Company:** Brick & Batten, Inc.

APPROVED AS TO FORM:



**II. General Information and Terms.**

Contractor's Name and Address: Brick & Batten, Inc.  
538 E. Lake Drive  
Decatur, GA 30030

Description of Services: 125 Vouchers/Coupons for Discounted Exterior Design Services for City Residents

Maximum Contract Amount: \$81,250.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

### **III. Standard Contractual Provisions.**

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes 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). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the



Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

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

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

H. Independent Contractor. The Contractor will perform the work under this Contract 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.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, 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 either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to 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 Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. 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 years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.



N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a “work made for hire,” as defined by federal copyright law. If the Work is not by law a “work made for hire,” the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is



available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

(1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and

(2) where the City knows that the company is:

(A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or

(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

S. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

T. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

#### **IV. Additional Terms or Conditions.**

A. In exchange for payment hereunder, the Contractor will provide the City with 125 vouchers

or coupon codes for the City to distribute to homeowners who qualify under the City's Great Homes Design Economic Development Program.

B. The City will be responsible for distribution of the vouchers/coupon codes.

C. Contractor's cost for its "one-sided design from a photo" exterior design service is \$850.00/service. Under this Contract, the City is paying \$650.00 up front towards 125 of the "one-sided design from a photo" exterior design services. Contractor may charge an additional \$200.00 to City residents when a voucher/coupon code is redeemed. Contractor agrees that it will not charge more than \$200.00 for redemption of a voucher/coupon code.

D. Contractor agrees that vouchers/coupon codes issued pursuant to this Contract may be redeemed for up to 2 years from the date they are issued.

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. Brick & Batten, Inc.'s Response to RFQ 2023-05 (30 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (4 pages)
- B-2. RFQ 2023-05 Great Homes Design Pilot Program (36 pages)



**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*





**EXHIBIT A-2**

Brick & Batten, Inc.'s Response to RFQ 2023-05

*(See Attached)*

**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ NO. 2023-05  
GREAT HOMES DESIGN PILOT PROGRAM**

**Executive Summary for brick&batten**

brick&batten  
538 E. Lake Drive  
Decatur, GA 30030

Brick&batten is a virtual home exterior design service seeking the bid to assist the city of Sugar Land, Texas with their Great Homes Design Pilot Program. Our ultimate goal is to deliver a superior experience with a design your residents will love along with the knowledge to bring it to life. With top tier quality and the resources to accommodate a high clientele volume, brick&batten will be able to provide a home design rendering, along with a clickable shopping list, for each program participant in the pilot program.

Authorized individual(s) to represent brick&batten: Lisa Weinstein, CEO of brick&batten

Submitted by:

DocuSigned by:  
  
E5E407216F87435

Dated: 12/26/2022

Lisa Weinstein, CEO, brick&batten



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# References

*References to include firm's client contact person, address, e-mail address, and phone number. A minimum of three (3) references shall be provided (1 page).*

For privacy purposes, we are not providing full contact information for our clients. These are public statements our clients have posted on review sites. We are happy to seek out approvals from our clients on an as needed basis.

Additionally, nearly 2 dozen clients have shared their testimonials and stories with us and they are featured on our blog which can be found here:

[www.brickandbatten.com/category/client-stories/](http://www.brickandbatten.com/category/client-stories/)

## Reviews Posted From Our Clients:

"I would definitely recommend brick & batten to anyone looking to give the exterior of their home some curb appeal. Brick and batten were fantastic to work with! They took into account my style preferences and gave us a rendering that we love. We are really looking forward to making it a reality."

-Cherie G., Gaston, Oregon, Dec. '22

"We engaged with Brick & Batten to provide some inspiration to update the exterior of our home. They incorporated our inspirational sample photos of other homes, and our "wish list" of changes. The Brick & Batten renderings are better than we could have imagined! We followed most of their design recommendations and our house now looks beautiful."

-Kevin M., Chicago, IL, July '22

We had an idea of what we wanted the exterior of our house to look like but just struggled with the small details to make it all come together. With just a small amount of direction the designers at Brick&Batten created a design that matched our vision perfectly but with so much more detail and elements than we could have imagined on our own. And the clickable shopping list and vendor recommendations helped make finding sources so much easier. I would highly recommend this service- worth every penny! We can't wait to bring their design to life during our renovation.

-N.T., Newburgh, NY Nov. '22



## Statement of Ability

*A statement concerning the firm's ability to provide a high volume of exterior home design services and comply with a dedicated schedule as part of a pilot program upon direction of the City of Sugar Land (1-page).*

Founded in 2017, brick&batten has scaled over the last five years and has delivered more than 7,000+ designs. Our staff can accommodate the bulk order being requested by the City of Sugar Land with a timeline as desired to deliver on the pilot program. The initial 100 designs represents less than 2% of anticipated annual orders for brick&batten in 2023.

Our online submission process and digital workflow enables the seamless management of bulk orders such as the one being contemplated here.

# Information Required to Complete Contract

*A description of what information will be required during negotiations to finalize the contract with your firm (1-page)*

In order to finalize a contract with the City of Sugar Land, brick&batten would require:

- Volume of orders
- Price per order
- Payment terms
- Delivery timeline
- Agreement to Terms&Conditions - <https://www.brickandbatten.com/terms/> - or otherwise as agreed between the parties. Note that brick&batten is not an Architecture or Engineering firm. We are a design & rendering firm.

## Project Summary Statement

*A summary statement identifying your understanding of the project services desired and the manner in which coordination and the exchange of information will be assured between all parties (1-page)*

brick&batten provides guidance and creative direction to clients looking for simple – yet impactful – property exterior updates. Using a photo (or a blueprint), we design a fresh new look and create a digital rendering that helps our clients visualize their properties' potential. We also deliver a detailed resource list (including paint colors) for DIYers and experienced contractors alike to use as a guide in sourcing materials for the new design. Client information is gathered initially through our online submission form (found here: <https://www.brickandbatten.com/get-started/>) and all orders are placed through our website.

We are willing to work with the city of Sugar Land, TX to determine the best ordering system (we often use coupon codes to honor special pricing and to monitor orders placed within a specific organization). Once it is confirmed we have all of the necessary information and photos needed to create the design, brick&batten digitally delivers a design rendering (as a jpeg and pdf file) in approximately three weeks. Included with the design is one free revision to incorporate any feedback your resident may have and ensure we deliver a design they are happy to bring to life.



# Principals at brick&batten

*Names and qualifications of principals of the firm who will participate and their individual responsibilities, particularly the proposed Project Manager (1-page).*

Lisa Weinstein

*CEO*

Responsible for contracts and all operational decisions for brick&batten. Oversight of strategic partnerships and effective delivery.

Sarah Hartten

*Director, Client Operations*

Day to day oversight and management of design delivery timeline and any communication with those running the pilot program with the city of Sugar Land, TX.

Allison Vaccaro

*Co-Founder and Head of Design*

Oversees the brick&batten design and rendering team which is responsible for the design and visualization once a new project is submitted.

Lindsay Lohrens

*Director of Strategic Partnerships*

Leads the Client Experience team for our strategic partnerships with Professionals including Builders, HOAs, Interior Designers or any local municipality we partner with to deliver exterior home designs. The role leads our client communication and oversees the delivery of designs. It also ensures that the Design team has a good understanding of the homeowner's design goals and the initial design delivers as closely as possible to the desired aesthetic of the exterior changes requested.

Sarah Bishop

*Manager of Business Development*

Responsible for initial communication and introductions between brick&batten and the City of Sugarland.

# Work Samples

*Work samples and verifiable experience with a similar type and volume of exterior home design projects (6-pages maximum)*

## Example 1





Example 2





## Example 3



## Example 4





Example 5





## Verifiable Experience

brick&batten partners with many Professionals who leverage our design services on a volume basis in order to service their customers or constituents such as homeowners.

We also have a partnership with a leading manufacturer of siding and have delivered well over 200 design orders on behalf of their builder and homeowner customers. We have built a workflow with this siding manufacturer where they leverage a discount code to place their orders and their designs are managed by our Strategic Partnerships lead.

# Summary of Services and Process

*A summary of the proposed exterior design services offered, and the procedures utilized to assure a quality service/product for program participants with a high-level of customer satisfaction (3-pages maximum).*

Our ultimate goal is to deliver a superior experience with a design your resident will love and the knowledge to bring it to life.

To get started, one will use [our online submission form](#) to fill out their contact and project information. The client will answer a variety of questions to help us get to know the scope of work involved, including what we can and cannot change, style preferences, likes and dislikes and anything to help us get to know our client and their project goals.

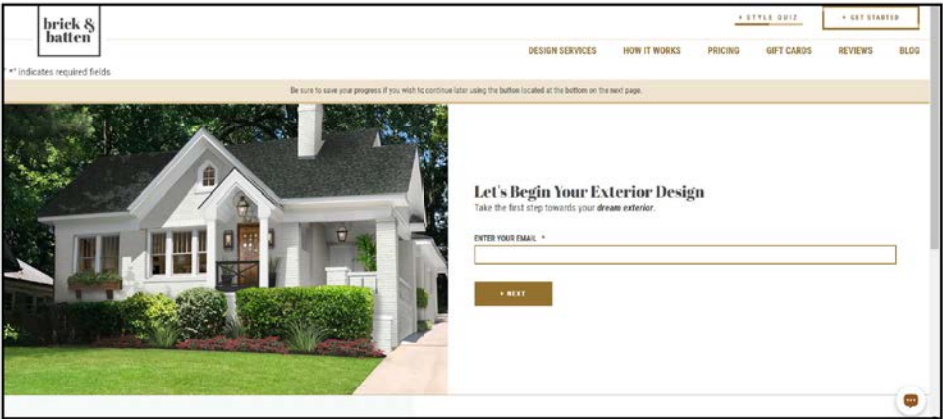
Then, the client simply uploads a high resolution, straight, and level photo of the home (the photo is key to a good design). In addition, the client can include additional photos and angles of the home as well as any inspiration photos to provide the designer with their aspirational style.

Once the order is placed, each order will be processed individually to ensure we have all pertinent information. If we find we need clarification or anything additional, the client will directly within the first two business days after ordering. Once this team ensures we have everything we need, the client will receive a welcome email from their Customer Experience Manager who will be the point person throughout the design process. They are their liaison to the designer and primarily communicate through email (but open to phone communication as well).

Then, in approximately 14-16 business days the client will receive a photo rendering of the new design, along with a clickable shopping list for most items.

While our designers work to incorporate all input and inspiration from the original submission, we know it sometimes takes additional feedback to bring your vision to life. Therefore, we include one free revision to incorporate any feedback a client may have and ensure we deliver on our goal. The Project Manager is also available to review your design and feedback prior to submitting your free revision. We do appreciate timely revision requests, yet we understand it can sometimes take time to gather feedback or review with a contractor. We simply ask to receive the free revision request within six (6) months of receiving the deliverable. After this time, a client may request a paid revision and select from the available revision elements and pricing (this can be found on the revisions page of our site: <https://www.brickandbatten.com/about-revisions/>).

# Visual Guide to the Ordering Process:



**TELL US ABOUT YOUR PROJECT. \***

Enter project details

**Be sure to answer the following questions:**

- Are you replacing your home's cladding (exterior material: siding, stucco, stone, brick, etc.)?
- Are you open to replacing any of the following: Gutters? Lighting? Walkway? Driveway? Railing? Columns? Front door? Garage door?
- If you are replacing your front door, do you prefer solid or glass?
- If you are painting your windows, what is the material? Painting vinyl windows is not recommended. Windows may warp and void any warranty.
- Are you open to changes to your entry such as a front porch with seating or portico?
- What colors are you drawn toward?
- What are your style preferences and project goals?
- Have you already selected elements such as windows, doors, stone etc.? If so, be sure to include a link if possible so we can incorporate in your design.
- Is there anything you're NOT planning on changing on your home's exterior?

Regarding landscape, we incorporate landscape visualization as part of our process. We include all of the hardscape and we render and furnish patios, awnings etc. We use plants that show the height differentials and color ideation we would want you to achieve in your geographic area which can be taken to a local nursery for a recommendation on local plants that will thrive in your area.

**Tell us about your project**

**HOW MANY SIDES OF THE PROPERTY WOULD YOU LIKE US TO DESIGN? \***

Save by bundling! First side \$995. Additional sides \$895 each.

☐ 1 Side  
☐ 2 Sides  
☐ 3 Sides  
☐ 4 Sides

**BUDGET FRIENDLY OPTION**

☐ Use budget friendly products on my design.

**IS THIS A NEW CONSTRUCTION OR HOME ADDITION? \***

Requires a blueprint elevation or sketch to design.

☐ Yes  
☐ No

**WOULD YOU LIKE TO SEE YOUR HOUSE WITH A SECOND COLOR SCHEME OPTION FOR AN ADDITIONAL \$350? \***



Step 3 of 3

## Upload photos and files to help our designers bring your vision to life

DRAW AND DROP YOUR FILE HERE OR SELECT TO BROWSE. \*

Drop files here or

SELECT FILES

Accepted file types: jpg, jpeg, png, pdf, gif, Max. file size: 30 MB, Max. files: 10. Please wait until your file(s) have been uploaded. Allowed file extensions include: jpg, jpeg, png, pdf, zip. The maximum file upload is 30mb per file. Maximum number of files is 10.

PROVIDE IMAGES LATER

☐ I would like to provide images later.

This should include:

**PHOTOS OF YOUR CURRENT HOME**  
Please ensure one photo captures the entire side of the home you would like to be designed. If you selected more than one side, ensure that each side is submitted and clearly labeled. The photo should be HIGH RESOLUTION and a LEVEL/ STRAIGHT view as much as possible. You may do this with your smartphone by uploading it in ACTUAL size. Panoramic, google maps or realtor photos (Zillow, Redfin, etc.) cannot be used for design purposes but you can submit them for additional views of the home.. Try to remove items obstructing the view. We know this is not always possible and will do our best to show what is behind trees, landscaping, etc. Sometimes these items will be left in your after photo. While we are committed to giving you the highest quality finished product, please be advised of these limiting factors.

**BLUEPRINTS AND/OR RENDERINGS**  
Include these if you are building or doing an addition.

## Payment

PAYMENT IS REQUIRED TO COMPLETE FORM.

After you submit your payment, the brick&batten team will present you with a stylized version of your home. This will help you visualize before you commit to expensive changes. Welcome home!

ENTER YOUR NAME \*

First

Last

ENTER YOUR CELL PHONE NUMBER \*

This will only be used to contact you about your design if needed

ADDRESS OF PROPERTY \*

Enter a location

Street Address

Address Line 2

City

State / Province / Region

ZIP / Postal Code

United States

Country

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## brick&batten's Methodology

*A narrative outline describing the approach and/or methodology to be taken by your firm to represent the interest of the City of Sugar Land during this project. (1-page).*

brick&batten works on behalf of our clients to deliver against their goals of improving home exteriors and communities everywhere. We have built an accessible platform for anyone to submit their home or project for an exterior redesign.

## Disclosure Statement

*Any respondent to this RFQ shall disclose all potential conflicts of interest or representation of any firm that could be involved in the proposed program (1page maximum).*

There are no known conflicts of interest or representations of any firm other than brick&batten as described herein.

**EXHIBIT B-1**

Requirements for all Insurance Documents

*(See Attached)*





BRICK-2

OP ID: MF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Visual Media Alliance Ins Svcs 665 Third Street, Suite 500 San Francisco, CA 94107-1990 David Katz		<b>800-659-3363</b>		<b>CONTACT NAME:</b> David Katz <b>PHONE (A/C, No, Ext):</b> 800-659-3363 <b>FAX (A/C, No):</b> 415-520-1126 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Brick and Batten Lisa Weinstein 538 E Lake Drive Decatur, GA 30030				<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
				<b>INSURER A:</b> Citizens Ins. Co of America		<b>31534</b>
				<b>INSURER B:</b> Underwriters at Lloyd's London		<b>15792</b>
				<b>INSURER C:</b>		
				<b>INSURER D:</b>		
				<b>INSURER E:</b>		
<b>INSURER F:</b>						

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OBF-H630146	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		OBF-H630146	05/11/2022	05/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>Professional Liab</b>			MPL4822322.22	06/01/2022	06/01/2023	E&O \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## Evidence of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITYSUG</b>  City of Sugar Land P.O. Box 110 Sugar Land, TX 77487	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David Katz</i>
--	--

**EXHIBIT B-2**

RFQ 2023-05 Great Homes Design Pilot Program

*(See Attached)*



**PURCHASING OFFICE**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**RFQ NO. 2023-05**

**GREAT HOMES DESIGN PILOT PROGRAM**

**I. DEFINITIONS.**

*Contract* means the Contract included with this RFQ.

*Projects* means Great Homes Design Pilot Program.

*Respondent* means the person or entity that submits a Submittal in response to this RFQ.

*Submittal* means the documents required to be submitted under Section II (a).

**II. SUBMITTAL. Documents must be submitted as follows:**

(a) At least one (1) original and one (1) electronic copy on flash drive of the following documents must be submitted for each project that a Respondent would like to be considered:

(1) Qualification Statement including:

- Respondent Certification and Addenda Acknowledgment
- Respondent Information
- Respondent Customer/Client References
- Conflict of Interest Questionnaire (CIQ Form)
- Certificate Regarding Debarment
- House Bill 89 Verification Form
- Senate Bill 13 Verification Form
- Senate Bill 19 Verification Form

(b) The Submittal must be completed in ink or be typewritten.

(c) The Respondent Customer/Client References Form must include three references for which the Respondent has performed like services. The references must include the name of the business/entity/client, a contact person, and telephone number and mailing address.



**CITY OF SUGAR LAND****RFQ 2023-05**

- (d) The Submittal must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with the Name of the Project and Project No. shown above, the Respondent's name and mailing address, and the date of the submittal deadline.
- (e) The Submittal may be hand-delivered to the City of Sugar Land, City Secretary Office, 2700 Town Center Blvd. North, Sugar Land, Texas 77479 or mailed to the City of Sugar Land, City Secretary Office, P.O. Box 110, Sugar Land, Texas 77487. **FACSIMILE AND E-MAIL TRANSMITTALS WILL NOT BE ACCEPTED.**
- (f) Submittals will be received on or before **2:00 (p.m.) on Thursday, December 29, 2022.** Submittals received after the submittal date and time will not be considered.

**III. ADDITIONAL INSTRUCTIONS AND INFORMATION.**

- (a) If a Respondent finds a discrepancy in or an omission from, or has a question about this RFQ or other related document, the Respondent should immediately notify the Purchasing Office at the E-mail address listed below or at [www.publicpurchase.com](http://www.publicpurchase.com). Questions regarding this RFQ must be received by the Purchasing Office on or before **3:00 (p.m.) on Tuesday, December 20, 2022.** After the Purchasing Office has been notified of a discrepancy or omission, or has been asked a question, the Purchasing Office will post an amendment or addendum on [www.publicpurchase.com](http://www.publicpurchase.com) for all Respondents to view.
- (b) A Respondent may withdraw a Submittal by giving the Purchasing Office written notice of the withdrawal before the submittal deadline. If a Respondent submits written notice of the withdrawal after the submittal deadline, a Respondent must receive the City's written consent to withdraw a Submittal.
- (c) Submittals received in response to this RFQ will be reviewed and evaluated by City staff.
- (d) **THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF SUGAR LAND STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT. THE SAMPLE CONTRACT AND INSURANCE REQUIREMENTS ARE INCLUDED AS PART OF THIS REQUEST FOR QUALIFICATION.**
- (e) Additional documents, amendments, and addenda relating to this RFQ are available at [www.publicpurchase.com](http://www.publicpurchase.com).
- (f) If you have any questions, please contact:  
Jason Poscovsky, CPPO, CPPB  
Purchasing Manager  
E-mail: [jposcovsky@sugarlandtx.gov](mailto:jposcovsky@sugarlandtx.gov)

**IV. MANDATORY CONTRACT PROVISIONS**

The City of Sugar Land is soliciting proposals for professional services in compliance with Chapter 2254 of the Texas Government Code. Since the City must comply with certain State



**CITY OF SUGAR LAND****RFQ 2023-05**

laws and City policies, the City uses a Standard Form of Agreement that incorporates require contract provisions that cannot be modified. Submitting a written proposal in response to the City's solicitation is your offer to enter into the City's Standard Form of Agreement without modification of the required contract provisions.

**(a). Payment.** 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 of the Texas Government Code.

**(b). Liability and Indemnity.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**(c). Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

**(d). 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 years is void. (Sections 16.061 and 16.070 of the Texas Civil Practice and Remedies Code)

**(e). Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

**(f). Disclosure of Interested Persons for Council-Approved Contracts.** Under Section 2252.908 of the Texas Government Code: The Texas Ethics Commission has prescribed a Certificate of Interested Persons form, which must be filled out, signed, notarized and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Bidder/Proposer must follow the Commission's filing process adopted pursuant to the statute. The successful contractor's notarized Certificate of Interested Persons and certification of filing will be attached to the Contract/Agreement.

**V. STATEMENT OF WORK.****Introduction****I. General**

The City of Sugar Land is requesting Qualification Statements from an exterior design firm who can adequately demonstrate they have the resources, experience and qualifications to provide the City with virtual exterior home designs for use in a pilot program. The purpose of this solicitation is to select a firm/team to work with the City of Sugar Land to provide one virtual exterior home design service for each program participant in the pilot program. Only firms submitting for this RFQ and meeting qualifications based on the scoring results from the selection committee will be considered for the pilot program.



## CITY OF SUGAR LAND

RFQ 2023-05

If your firm would be interested in submitting a statement for the project in this RFQ, please submit one (1) original and one (1) electronic copy on flash drive before the schedule listed under **the SCHEDULE OF KEY EVENTS**. Qualification Statements shall be sent to the City Secretary's office with the following:

Attention To: City Secretary  
City of Sugar Land  
2700 Town Center Blvd N.  
Sugar Land, Texas 77479

Late statements will not be accepted. Each firm is responsible for insuring responses to this RFQ have been delivered by date, time and location specified.

Any questions related to this RFQ should be directed to Jason Poscovsky, Purchasing Manager, at [jposcovsky@sugarlandtx.gov](mailto:jposcovsky@sugarlandtx.gov) no later than the schedule listed under **the SCHEDULE OF KEY EVENTS**. Responses to questions will be sent to all firms that provide emails on or before the schedule listed under **the SCHEDULE OF KEY EVENTS**.

Except for the submission of written questions or in response to requests/inquiries from the City of Sugar Land staff, **firms shall not contact members of the Selection Committee, City Council, P&Z Commissioners, or other City staff with respect to this RFQ or the selection process.**

**Contact with any personnel of the City other than Jason Poscovsky, Purchasing Manager, regarding this Request for Qualification may be grounds for elimination from the selection process.**

By submitting a response to this RFQ, each firm unequivocally acknowledges that they have read and fully understand this RFQ and have asked questions and received satisfactory answers from the City regarding any provisions of this RFQ with regard to which clarification was desired.

## 1) GREAT HOMES DESIGN PROGRAM – PILOT PROGRAM

The City is now soliciting qualified firms to provide virtual exterior home designs for use in the City's pilot program, the Great Homes Design Program.

The Great Homes Design Program provides Sugar Land homeowners and homeowner associations (HOAs) with a creative, re-envisioned exterior home design at a Sugar Land-exclusive price. The program is intended for residential properties located within Sugar Land's city limits. Homeowners who implement at least one qualifying exterior incentive to their home within six months of receiving an exterior home design through the program may be eligible to receive a one-time rebate check from the City.

If needed, the City will assist the contracted firm or team by directing Sugar Land homeowners to the firm's or team's website to obtain virtual exterior home design services as part of the pilot program.



## CITY OF SUGAR LAND

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The selected firm or team must be able to provide a large volume of high-quality exterior home design services for the pilot program, such as a minimum of 100 exterior home design services within the timeframe of 6-months.

The exterior home design services provided by the selected firm(s) of this RFQ will:

- Be utilized in the Great Homes Design pilot program;
- Support the City's residential reinvestment initiative by negotiating an exclusive, affordable price for Sugar Land's homeowners and HOAs as part of the pilot program;
- Provide Sugar Land's homeowners and HOAs with a digital, high-quality exterior home rendering that will aid them in implementing renovations to their residential property in Sugar Land;
- Utilize pictures of an existing home to provide realistic digital renderings of a home's exterior including, but not limited to updated paint colors, lighting, doors, windows, railing, shutters, décor, and other custom design elements;
- Provide a color palette list, including paint colors for all updated design elements to aid homeowners in implementing the updated design; and

The RFQ's will be evaluated using a point system (100) on the following categories. The firms/teams with the highest total scores will be recommended for interviews or contract negotiations. The following items are requested to be placed in order to allow easier review:

**A. Firm - Responsiveness to the Request for Qualifications (20 points)**

1. Background of the firm (5)
2. References (5)
3. Availability and dedication to City of Sugar Land projects (5)
4. Clarity and brevity of the response and requested information included and thoroughness of response to the requirements (5)

**Work Categories (80 points)**

5. Qualifications of key personnel adequate for requirement (10)  
(resumes can be placed within an appendix – no page limit)
6. Verifiable relevant experience (10)
7. Understanding of the project (5)
8. Proposed Exterior Home Design Services and their applicability to the City's pilot program (50)
9. Creativity and thoroughness of proposed approach and/or methodology to providing services (5)

**B. Disclosure (0 points, mandatory firm will be rejected if not included)**

1. Must include statement of conflict of interest (Conflict of Interest Questionnaire), completed debarment form, House Bill 89 Verification form, Senate Bill 13 Verification form, and Senate Bill 19 Verification form (0)

It is understood that the City reserves the right to accept or reject any and/or all responses to



**CITY OF SUGAR LAND****RFQ 2023-05**

this RFQ as it shall deem to be in the best interest of the City.

All responses submitted become the property of the City of Sugar Land and are subject to the Public Information Act (Texas Government Code Chapter 552). All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by firm as such. All confidential information should be specifically and conspicuously marked as such in red. The City of Sugar Land will follow all requirements and procedures in the Public Information Act when responding to requests for disclosure of documents.

**II. Selection**

This solicitation will be the only method of submitting qualification statements for the project listed in this RFQ request. Firms will be pre-qualified based on submittals and the evaluation criteria stated herein. When the City determines project is ready to move forward, the Selection Committee will determine which firm or team is the most qualified for the project.

Some or all of the pre-qualified firms considered for project selection may, at the sole discretion of the City of Sugar Land, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the committee to evaluate the capability of the applicable firms to provide the project specific services. The City of Sugar Land will notify the firms of the schedule, order and procedure for the presentation, including the content, time limits, use of handouts or visual aids, etc. The oral presentations shall be scored by the Selection Committee. Notwithstanding the foregoing, The City of Sugar Land emphasizes that it may elect to forego oral presentations for this project.

Consequently, all responses shall be comprehensive and clear on their face, and no firm should rely upon the opportunity to present additional or clarifying information at a later time.

Upon conclusion of the project selection process, The City of Sugar Land will attempt to negotiate a contract for the provision of services with the most qualified firm. If a satisfactory contract cannot be reached, negotiations will end with that firm and negotiations will begin with the second most qualified firm, and so on according to the provisions of the Chapter 2254 of the Texas Government Code. The City of Sugar Land City Council will approve the final selection and the proposed contract.

**III. Qualifications Statements**

Response to this RFQ should be limited to the following 8 ½"×11" page limitations (single sided only and resumes not included in the page limitations) and format in order to simplify evaluation. Majority of sheets should be 8 ½"×11" in size, with allowable 11"×17" size sheets for maps (single-sided only) counting as one (1) page. Title page, cover letter, and section dividers do not count in the page limitations. Minimum font type or font size on graphics and charts shall be 10 point; type size for text shall be 12 point. Each section shall be clearly identified and tabbed.

**A. Firm**

1. Executive Summary to include name, address, and telephone number of the firm submitting the proposal, background of the firm and a summary of the



**CITY OF SUGAR LAND****RFQ 2023-05**

firm's interest in this service, and the name of one or more individuals authorized to represent the consultant in its dealings on a contractual basis (1-page).

2. Table of Contents (1-page).
3. References to include firm's client contact person, address, e-mail address, and phone number. A minimum of three (3) references shall be provided (1-page).

**B. General**

1. A statement concerning the firm's ability to provide a high volume of exterior home design services and comply with a dedicated schedule as part of a pilot program upon direction of the City of Sugar Land (1-page).
2. A description of what information will be required during negotiations to finalize the contract with your firm (1-page).

**C. Work Categories**

1. For the project, respond to the following items:
  - a. A summary statement identifying your understanding of the project services desired and the manner in which coordination and the exchange of information will be assured between all parties (1-page).
  - b. Names and qualifications of principals of the firm who will participate and their individual responsibilities, particularly the proposed Project Manager (1-page).
  - c. Work samples and verifiable experience with a similar type and volume of exterior home design projects (6-pages maximum).
  - d. A summary of the proposed exterior design services offered, and the procedures utilized to assure a quality service/product for program participants with a high-level of customer satisfaction (3-pages maximum).
  - e. A narrative outline describing the approach and/or methodology to be taken by your firm to represent the interest of the City of Sugar Land during this project. (1-page).

**D. Disclosure**

1. Any respondent to this RFQ shall disclose all potential conflicts of interest or representation of any firm that could be involved in the proposed program (1-page maximum).
2. The disclosure section of this RFQ must be addressed specifically in your response, even if no conflicts exist. Failure to submit disclosure statement will eliminate your firm from further consideration of the RFQ.



**CITY OF SUGAR LAND****RFQ 2023-05****REQUIRED FORMS**

The following forms must be filled out and turned in with the Submittal in order for Respondent to be considered responsive. Failure to include the following forms, signed and dated, will result in the Submittal being rejected.

1. Respondent Certification and Addenda Acknowledgment
2. Respondent Information
3. Respondent Customer/Client References
4. Conflict of Interest Questionnaire (CIQ Form)
5. Certification Regarding Debarment
6. House Bill 89 Verification Form
7. Senate Bill 13 Verification Form
8. Senate Bill 19 Verification Form

<b>SCHEDULE of KEY EVENTS</b>		
<b>NO</b>	<b>ACTIVITY</b>	<b>DATE – TIME</b>
1	RFQ Advertised in local paper	December 7, 2022 & December 14, 2022
2	RFQ Posted to <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>	December 7, 2022
3	Questions Deadline	December 20, 2022 at 3:00 p.m. CDT
4	Questions Answered and Addenda posted	December 22, 2022 at 3:00 p.m. CDT
5	Submissions Due	December 29, 2022 at 2:00 p.m. CDT
6	Consultant interviews	January 9, 2023 or later

**BID CHECKLIST**

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE SUBMISSION HAS BEEN SIGNED AND DATED.
- ☐ 2. ADDENDA (IF ANY) HAS BEEN SIGNED AND INCLUDED.
- ☐ 3. REFERENCES INCLUDED
- ☐ 4. CONFLICT OF INTEREST QUESTIONNAIRE FORM COMPLETED
- ☐ 5. THE CORRECT NUMBER OF COPIES ENCLOSED
- ☐ 6. SIGNED CERTIFICATION REGARDING DEBARMENT FORM
- ☐ 7. SIGNED HOUSE BILL 89 VERIFICATION FORM
- ☐ 8. SIGNED SENATE BILL 13 VERIFICATION FORM
- ☐ 9. SIGNED SENATE BILL 19 VERIFICATION FORM
- ☐ 10. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

THE CITY OF SUGAR LAND  
 CITY SECRETARY OFFICE, 1<sup>ST</sup> FLOOR, ROOM 122  
 2700 TOWN CENTER BLVD. NORTH  
 SUGAR LAND, TEXAS 77479

- ☐ 11. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:  
 COMPANY NAME, ADDRESS, BID NUMBER, TITLE, AND DUE DATE

**CITY OF SUGAR LAND**

**RFQ 2023-05**

**SAMPLE**

**CITY OF SUGAR LAND  
STANDARD CONTRACT FOR GENERAL SERVICES  
\$100K to \$999,999.99  
(Rev. 8-19-22)**

**I. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF SUGAR LAND**

**CONTRACTOR:**

**By:**

**By:**

**Date:**

**Date:**

**Title:**

**Title:**

**Company:**

APPROVED AS TO FORM:

**II. General Information and Terms.**

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

Effective Date: On the latest of the dates signed by both parties.

Termination Date: See III.C.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents



## CITY OF SUGAR LAND

RFQ 2023-05

**III. Standard Contractual Provisions.**

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by change order. The Contractor will bill the City for the services provided at intervals of at least thirty (30) calendar days, except for the final billing. The Contractor must bill or invoice the City within thirty (30) calendar days from the date of service and submit the final invoice no later than thirty (30) calendar days from the Contract termination or expiration date. The City is not responsible or liable for payment of any invoice submitted to the City more than sixty (60) calendar days after the date in which the services were rendered or for any work which is unsatisfactory to the City. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code. The City is not liable to the Contractor for any taxes 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). The City will return all invoices containing errors to the Contractor with an explanation of the deficiency. The City will not pay the Contractor for any costs or expenditures that are not included in the scope of work or a change order under the Contract. If the City determines that the Contractor has been overpaid, the Contractor must refund the overpayment to the City within thirty (30) calendar days of the receipt of the notice from the City unless an alternate payment plan is specified by the City.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part II, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part II, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)



**CITY OF SUGAR LAND****RFQ 2023-05**

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

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

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

H. Independent Contractor. The Contractor will perform the work under this Contract 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.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, 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 either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to 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 Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. 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 years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.



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O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. (Tex. Civ. Prac. & Remedies Code § 130.0021 (a)).

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full time employees; and



**CITY OF SUGAR LAND****RFQ 2023-05**

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

S. Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 13). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

T. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Certain contracts for goods and services are subject to the requirements of Section 2274.002, Tex. Gov't Code (S.B. 19). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

## CITY OF SUGAR LAND

RFQ 2023-05

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

This verification requirement does not apply if this contract is with a sole-source provider or, if this a contract subject to competitive bidding, the City did not receive any bids from a company that is able to provide the written verification required.

U. Prohibition on Contracts with Certain Foreign-owned Companies in Connection With Critical Infrastructure. Certain contracts for critical infrastructure are prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116). Specifically, relating to a contract for critical infrastructure that:

- (1) would grant a company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
- (2) where the City knows that the company is:
  - (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
    - (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or
    - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
  - (B) headquartered in China, Iran, North Korea, Russia, or a designated country.

In signing this Contract, Contractor represents and acknowledges that it is not a foreign-owned company under Section 2274.0102 and that this is not a contract prohibited by Section 2274.0102, Tex. Gov't Code (S.B. 2116).

V. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

W. Records Retention. The City is subject to records retention requirements under Texas law. Any provision of the Contractor's attachment(s) that requires the City to destroy documents or give



**CITY OF SUGAR LAND**

**RFQ 2023-05**

documents back to the Contractor or that otherwise conflicts with Texas law regarding retention of records is void.

**IV. Additional Terms or Conditions.**

**V. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. [Contractor's proposal/quote/bid/etc.] dated \_\_\_\_\_ (\_\_\_ pages)
- A-3. House Bill 89 Verification (1 page)
- A-4. Senate Bill 13 Verification ( page)
- A-5. Senate Bill 19 Verification (1 page)
- A-6. (Name of attachment) (date) (pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Requirements for all Insurance Documents (2 pages)
- B-2. (Name of attachment) (date) (pages)



**CITY OF SUGAR LAND**

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**EXHIBIT A-1**

Certificate of Interested Persons with Certification of Filing

*(See Attached)*

**CITY OF SUGAR LAND**

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**EXHIBIT A-2**

[Contractor's proposal/quote/bid/etc.] dated \_\_\_\_\_

*(See Attached)*

**CITY OF SUGAR LAND**

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**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*



**CITY OF SUGAR LAND**

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**EXHIBIT A-4**

Senate Bill 13 Verification

*(See Attached)*

**CITY OF SUGAR LAND**

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**EXHIBIT A-5**

Senate Bill 19 Verification

*(See Attached)*

**CITY OF SUGAR LAND****RFQ 2023-05****EXHIBIT B-1****REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT**

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance (ACORD 25 2010/05). Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

City of Sugar Land  
Purchasing Office  
P. O. Box 110  
Sugar Land, TX 77487-0110

Emailed to: [purchasing@sugarlandtx.gov](mailto:purchasing@sugarlandtx.gov)  
Faxed to: 281 275-2741

Questions, please contact Jason Poscovsky, Purchasing Manager, [jposcovsky@sugarlandtx.gov](mailto:jposcovsky@sugarlandtx.gov)



CITY OF SUGAR LAND

RFQ 2023-05



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> XYZ Company 123 Apple Street Tampa, FL 22222-0000		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E : Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F : Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Carrier	00000	INSURER B : Insurance Carrier	00000	INSURER C : Insurance Carrier	00000	INSURER D : Insurance Carrier	00000	INSURER E : Insurance Carrier	00000	INSURER F : Insurance Carrier	00000
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INSURER E : Insurance Carrier	00000																
INSURER F : Insurance Carrier	00000																

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	Y Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y	123456789	01/01/1900	01/01/1900	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<input checked="" type="checkbox"/> Builder's Risk <input checked="" type="checkbox"/> Professional Services	Y Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

<b>CERTIFICATE HOLDER</b> City of Sugar Land P.O. Box 110 Sugar Land, TX 77487-0110 Attention: Purchasing Office	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> AUTHORIZED SIGNATURE REQUIRED HERE
--	---

**CITY OF SUGAR LAND****RFQ 2023-05**

(Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name and address information
- D) Insurer (name/names of insurance company) \*\*(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Sugar Land.  
Professional Liability Coverage – for professional services if required by the City of Sugar Land.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (**See Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Sugar Land.
  - (1) Adding the City of Sugar Land as an additional insured. The "additional insured" endorsement is not required for professional liability and workers' compensation insurance; and
    - (2) Waiver of Subrogation
    - (3) Primary and Non-Contributory
    - (4) Cancellation Notice
- Q) City of Sugar Land's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Sugar Land in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Section 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.



**CITY OF SUGAR LAND****RFQ 2023-05****INSURANCE REQUIREMENTS**

Items marked "X" are required to be provided if award is made to your firm.

**Coverages Required & Limits (Figures Denote Minimums)**

☐ Workers' Compensation Statutory limits, State of TX.  
☐ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☐ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto  
 \$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☒ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

☐ Other Insurance Required: \_\_\_\_\_

**BIDDER STATEMENT**

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

BIDDER \_\_\_\_\_ SIGNATURE \_\_\_\_\_



CITY OF SUGAR LAND

RFQ 2023-05

**RESPONDENT CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT**

By signature affixed, the Respondent certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Submittal made to any competitor or any other person engaged in such fine of business.

Respondent has examined the information in the RFQ and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the information or other documents have been clarified with the Purchasing Office and noted on the Submittal.

**Respondent must initial next to each addendum received in order to verify receipt:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

**Respondent Must Fill in and Sign:**

NAME OF FIRM/COMPANY: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

AGENTS TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE &amp; FAX NUMBERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF SUGAR LAND

RFQ 2023-05

RESPONDENT INFORMATION FORM

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_  
\*\*\*\*\*

CORPORATION: \_\_\_\_ PARTNERSHIP: \_\_\_\_ PROPRIETORSHIP: \_\_\_\_ L.L.C. \_\_\_\_ L.L.P. \_\_\_\_

YEAR EST. \_\_\_\_ NO. OF YEARS IN BUSINESS \_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

PRINCIPALS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

ADDRESS / CITY / STATE / ZIP : \_\_\_\_\_

PHONE NO. \_\_\_\_\_

**CITY OF SUGAR LAND**

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**RESPONDENT CUSTOMER / CLIENT REFERENCES FORM**

**1. COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

**2. COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_



**CITY OF SUGAR LAND**

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**3. COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

**4. COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

**5. COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

## STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of

(Person name)

\_\_\_\_\_  
(Company or Business name)

**hereafter 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 Subtitle F, Title 10, Government Code Chapter 2270:**

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott Israel currently; and
4. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, 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 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, but does not include a sole-proprietorship.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION / TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

CITY OF SUGAR LAND

RFQ 2023-05

**STATE OF TEXAS - SENATE BILL 13 VERIFICATION**

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

\_\_\_\_\_,  
(Company or Business name)

**hereafter 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 Subtitle F, Title 10, Government Code Chapter 2274:**

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not boycott energy companies currently; and
4. Will not boycott energy companies during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

**Pursuant to Section 2274.001, Texas Government Code:**

1. "Boycott energy company" 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).
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION / TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**



CITY OF SUGAR LAND

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**STATE OF TEXAS - SENATE BILL 19 VERIFICATION**

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

\_\_\_\_\_  
(Company or Business name)

**hereafter 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 Subtitle F, Title 10, Government Code Chapter 2274:**

1. Has ten (10) or more full-time employees;
2. Will be paid an amount equal to or greater than \$100,000.00 from City of Sugar Land funds, under the contract to which this verification applies;
3. Does not currently have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
4. Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services with the above-named Company, business, or individual with City of Sugar Land.

**Pursuant to Section 2274.001, Texas Government Code:**

1. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
2. "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; and
    - (ii) a 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:
      - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
      - (bb) 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.
3. "Firearm entity" means:
  - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier,

## CITY OF SUGAR LAND

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- or retailer; and
- (B) a sport shooting range as defined by Section 250.001, Local Government Code.
4. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
  - (B) has two or more firearm entities as members; and
  - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

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DATE

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POSITION / TITLE

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SIGNATURE OF COMPANY REPRESENTATIVE

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**



**CITY OF SUGAR LAND****RFQ 2023-05****Certification by Contractor Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

- (a) (1) The prospective contractor certifies, to the best of its knowledge and belief, that:
- (i) The prospective contractor and/or any of its principals:
    - (a) Are not presently debarred, suspended, proposed for debarment, in the process of being debarred, declared ineligible, or voluntarily excluded from conducting business with the federal department or agency of the federal government;
    - (b) Have not, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
    - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in subdivision (a)(1)(i)(b) of this certification.
  - (ii) The prospective contractor has not, within a three-year period preceding this certification, had one or more contracts terminated for default or cause by any local, state or federal agency.
- (2) “Principals,” for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (i.e. general manager; plant manager; head of subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the contract subject to prosecution under section 1001, title 18, United States Code.

- (b) The prospective contractor must provide immediate written notice to the City of Sugar Land Purchasing Manager if, at any time, the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) This certification is a material representation of fact upon which reliance is placed by the City of Sugar Land in awarding the contract. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.
- (d) Where the prospective contractor is unable to certify to any of the statements in this certification, the prospective contractor must attach an explanation to the proposal. The certification or explanation will be considered in connection with the determination whether the City of Sugar Land will enter into a contract with the prospective contractor. However, failure of the prospective contractor to furnish a certification or an explanation will disqualify the prospective contractor from participation in the transaction.



CITY OF SUGAR LAND

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- (e) The prospective contractor agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Transactions,” without modification, in all transactions and solicitations for transactions covered under this proposal or contract. The prospective contractor agrees by submitting this certification, it will not knowingly enter into any transaction with a person or business entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in business with the federal government, unless authorized by the City of Sugar Land.
- (f) Nothing contained in this certification will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (g) Except for transactions authorized under paragraph (e) of this certification, if the prospective contractor knowingly enters into a transaction with a person or business entity who is suspended, debarred, ineligible, or voluntarily excluded from participation in business transaction with the City of Sugar Land, the City of Sugar Land may terminate the contract for cause.

**By signing this Certification, the undersigned, as an authorized representative of the prospective contractor, warrants, represents and certifies that the above statements are true and correct and agrees to comply with the requirements set forth above.**

<hr/>	
Company Name	Address
<hr/>	
Names(s) and Title(s) of Authorized Representative(s)	
<hr/>	
Signature(s)	Date
<hr/>	
Project Name	

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**

## CITY OF SUGAR LAND

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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="margin-top: 20px;"> <span style="float: left;">_____ Signature of vendor doing business with the governmental entity</span> <span style="float: right;">_____ Date</span> </p>		

**FORM MUST BE COMPLETED & SUBMITTED WITH YOUR SUBMITTAL**



## CITY OF SUGAR LAND

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### CONFLICT OF INTEREST QUESTIONNAIRE

#### For vendor doing business with local governmental entity

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

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

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

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

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

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- (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.