

# **REQUEST FOR PROPOSALS**

## **Creation of Economic Development Strategic Plan**

**ISSUED BY:**  
City of Fulshear Economic Development



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## INTRODUCTION

City of Fulshear will receive sealed proposals for services to create an Economic Development Strategic Plan from consultants interested and qualified to perform such tasks.

It is the intent of the City of Fulshear to select a single consultant to accomplish all the services outlined in this Request for Proposal.

City of Fulshear will receive sealed proposals for an Economic Development Strategic Plan to provide for a contract commencing within thirty (30) days after the date of the award by the City of Fulshear and continuing for a period sufficient to complete the original scope of work but no more than a twelve (12) month period.

IT IS UNDERSTOOD that the City of Fulshear reserves the right to negotiate all elements that comprise the proposal and to accept or reject part or all of any proposal.

Request for Proposal documents are available at the City of Fulshear website at [http://www.fulsheartexas.gov/current\\_rfq\\_s\\_and\\_rfp\\_s/](http://www.fulsheartexas.gov/current_rfq_s_and_rfp_s/). If Addendums are posted, they will be provided at the same URL.

## DEFINITIONS

*CITY* - City of Fulshear including its two Economic Development Sales Tax Corporations (EDCs) – the City of Fulshear Development Corporation (Type A), and the Fulshear Development Corporation (Type B).

*Consultant* - Professional or consulting firm submitting a proposal to this RFP.

*Plan* - Economic Development Strategic Plan.

*RFP* - Request for Proposal; this solicitation.

## **PURPOSE**

The CITY is requesting proposals from potential consultants for a Plan, more specifically, development of the CITY'S first Economic Development Strategic Plan.

1. Conduct meetings and community events with various officials and citizens, to include any necessary presentations;
2. Evaluate strengths, weaknesses, opportunities and challenges regarding economic development;
3. Evaluate target industries and potential development areas;
4. Conduct necessary review of existing research, City and stakeholder master plans, regional strategic plans, and existing relevant programs;
5. Conduct additional research as required to establish basis for SWOT analysis and targeted industry recommendations.
6. Prepare and present a final report to the CITY including new recommendations and implementation plans to attract target industries;
7. Identify the best method for organizing, funding, and operating a superior City-wide economic development program; and
8. Identify key catalyst projects to impact economic development and present an implementation plan to the City regarding same. .

These documents will build upon the CITY'S existing plans including the City Council's strategic vision, Comprehensive Plan, Parks and Pathways Masterplan, Capital Improvements Plan, Livable Center Study, along with other relevant studies that have set forth goals and objectives for economic growth and sustainability.

## **BACKGROUND**

Fulshear is situated in northwest Fort Bend County just 30 minutes west of downtown Houston between the Westpark Tollway and Interstate 10. It is part of the Houston-The Woodlands - Sugar Land MSA. The CITY is one of the fastest growing cities in the State of Texas, jumping from just over 1,100 residents in 2010 to an estimated population of 12,198 today. The City's quality of life, stellar public schools, premier residential options, and proximity to major transit routes in to Houston employment centers, have driven steady growth of highly educated and affluent population.

**City Vision:** Fulshear is a community, where residents, businesses and civic leaders are committed partners in service to build a city of excellence.

**City Mission:** The Mission of the City of Fulshear is to:

- Provide the highest quality of life through the provision of exceptional public services including infrastructure, public safety, and recreation;
- Welcome diverse economic growth within the constraints of fiscally responsible government; and
- Build a community that is sustainable for generations by preserving and honoring our history, small town character and natural environment and providing opportunities for growth in population and employment.

During the City Council's visioning process in which the above were developed, several key Economic Development priorities were also identified including:

Priority #3: Economic Development

Guiding Principle: Create an environment where successful businesses can grow and thrive.

Strategy 3.1: Establish an economic development program that

- Encourages economic growth by marketing the City
- Secures a long-term income stream from commercial and light industrial development.
- Attracts and maintain high quality and unique businesses
- Increases sales tax revenues
- Encourages the development of commerce in the city
- Promotes economic diversification

Strategy 3.2: Align EDC work plans and fiscal priorities with Council strategic vision and plans.

- Address governance to facilitate communication between and amongst bodies
- Define EDC roles related to future Capital Project participation
- Determine retail recruitment strategy

Strategy 3.3: Work to align the City's vision with the development community's vision.

Strategy 3.4: Update the Comprehensive Land Use Plan (Comp Plan update).

Strategy 3.5: Develop a plan for generating primary jobs.

Strategy 3.6: Develop a plan for Fulshear as a "Knowledge Hub."

Areas of emphasis and importance include:

1. Downtown Improvements
2. Transportation and other infrastructure
3. Sites and Buildings
4. Business Communication and Support
5. Workforce Development
6. Entrepreneurship and Office Development
7. Retail and Entertainment

## SCOPE OF SERVICE

The Consultant's overall responsibility and scope of work is to prepare an original Plan containing goals, objectives, implementation plans, and metrics. The Consultant will also provide meeting facilitation services, supporting materials and research, and social media services during the public outreach process as necessary. The Consultant shall provide professional services to support the following tasks:

### **Economic Development Vision and Strategic Plan:**

A) Facilitation of visioning process specific to Economic Development to define and determine collective goals and priorities.

B) Community Assessment, Workforce and Educational Institution Analysis: Analyze strengths, weaknesses, opportunities and constraints of the local and regional economy. The review will include social, demographic, economic and physical factors, including, but not limited to, the following:

- 1) Existing and planned infrastructure;
- 2) Residential housing growth and development;
- 3) Existing economic base and competitive advantages;
- 4) Local land and building availability;
- 5) Locations for commercial and industrial growth;
- 6) Regional competition and competitive assets;
- 7) Special initiatives for economic growth;
- 8) Comparative analysis of benchmark communities; and
- 9) Evaluation of local and regional labor characteristics, market trends, employment development resources, and workforce training opportunities.

C) Cluster, Location Quotient, Target Industry and Operational Analysis: The Consultant will provide a Cluster, Location Quotient, Target Industry and Operational Analysis to include identification of:

- 1) Specific industries and business types that consider strengths, weaknesses, opportunities and threat constraints;
- 2) Needed improvements and actions that will accelerate business attraction and recruitment of such development;

3) State and federal programs or other programs that will be developed or implemented including, but not limited to, entrepreneurial development, business incubation and strategies for any special new industries;

4) Analyze the potential impact of events to Fulshear from events in surrounding areas and venues and other tourist attractions in the area; and the impact of events held within the City of Fulshear;

5) Explore the role of retail within the community and provide for a business diversification analysis. What are best practices in diversifying tax base to bring in other revenue streams to offset property tax and unpredictable sales tax collection given the changing dynamic of the retail industry; and

6) Analysis of existing economic development organizations locally, regionally and statewide.

D) Assessment of current structure of Type A and Type B sales tax corporations and recommendations regarding future roles and programs of each.

E) Assessment of CITY economic development structure and comparison to other economic development organizations (EDOs) in areas of overall roles and responsibilities; organizational structure and funding; economic development tools utilized; role of an EDO's expenditures on planned infrastructure on capital projects; and appropriate niche role in financially supporting economic development ventures, such as infrastructure development, tax incentives (i.e. Chapter 380 agreements), property acquisition and speculative construction, and construction of special purpose facilities to encourage target businesses/industries.

F) Incentive program: The Consultant will recommend an Incentive Policy and program to include:

1) Identification of incentives currently used in targeting preferred industries and businesses;

2) Review of current incentives policy of regional competitors and suggestions for policies related thereto;

3) Assess feasibility of incentives for "green" initiatives, advanced technology initiatives and biotechnology;

4) Assess feasibility of incentives for speculative development particular types of spaces such as office, industrial, start-up/co-working, etc.

5) Identify approaches to promote mixed-use nodes for appropriate development.



6) Identifications of approaches and incentives for development specific to downtown, infill, or other specifically identified target areas.

G) Existing business development: The Consultant will provide recommendations related to existing business development to include:

- 1) Development of programs and services to assist and retain existing business;
- 2) Analysis of existing business retention and expansion needs including any infill, redevelopment, “greyfield” and/or “brownfield” sites; and
- 3) Identification of programs and services to assist existing businesses with growth and training.

H) Tourism and Marketing Analysis: The Consultant will analyze existing tourism-related events and attractions and provide recommendations related thereto. The Consultant will analyze and provide an estimated economic impact for events that could be held within the City of Fulshear, including the following types: concert series, food festival, sporting event, and community festivals, and provide recommendations regarding regional marketing efforts and roles.

I) Infrastructure Analysis: The Consultant will analyze existing infrastructure and planned infrastructure and make suggested recommendations for the CITY to fund key projects to aid timelier economic growth in the community.

J) Land Use Analysis: The Consultant will analyze existing land use plans and make recommendations to ensure that the available land in Fulshear is used for the highest and best use as it relates to the City’s longterm economic diversification and stability.

K) Workforce Analysis/Development: The Consultant will provide an analysis of the workforce of the community including:

- 1) Analysis of the workforce that are employed by Fulshear businesses, who may or may not be residents of the community.
- 2) Analysis of the workforce that are residents of the community but employed outside Fulshear.
- 3) Identification of issues that result in Fulshear businesses’ inability to hire residents and residents’ inability to be employed in Fulshear.
- 4) Identification of programs and services that will address the issues identified.

L) Implementation plan: In addition to any items mentioned above that identify strategies, approaches

or recommendations, the Consultant will provide an implementation plan to include:

- 1) Assessment of the fit between resources, business attraction targets and existing employment base;
- 2) Assessment of independent businesses/start-ups in community;
- 3) Identification of general training needed to improve the skills of the local workforce to meet existing and potential employment needs;
- 4) Research of growth plans for regional educational institutions and vocational programs and the provision of strategies for ways to include graduates and non-graduates in the local workforce;
- 5) Provide strategies for programs in venturing into new business programs with costs analysis to include in areas such as green development opportunities; start-up business or incubation program; Downtown Business District overlays/zones to encourage particular types of development; retail; professional services; research and development; higher education; and trade and distribution;
- 6) Assess and provide strategies for business and industrial park development within City and surrounding areas that may impact Fulshear's economy, such as marketing existing and planned developments; and identification of potential future needs for locations, and speculative commercial building construction, including discussion of public-private partnership methodologies to achieve same;
- 7) Provide strategies for addressing any infill or redevelopment and any "brownfield" or "greyfield" sites for redevelopment purposes, with attention to aging retail and residential areas and sites with potential constraints. This should include discussion of funding approaches, public-private partnerships and other means not only to mitigate their effects but also to turn such sites into thriving activity centers;
- 8) Assess feasibility of development of Fulshear as a convention and tourism destination; and provide strategies as appropriate for development of required assets such as hotels, convention space, and/or regional sports facilities, along with promotional themes and marketing activities to attract targeted industries;
- 9) Provide strategies for funding economic development in Fulshear through programs and assets complementary to the sales tax corporations' funding.
- 10) Incorporation of strategies into a 10-year economic development implementation plan that includes the provision of an immediate course of action and short-term, mid-term, and long-term action plans that include benchmarks, needed resources, timelines, goals, and metrics with realistic and achievable milestones to facilitate the creation of implementation of recommended economic development program(s).

11) Provision of budget and implementation schedule for economic development program(s).

M) Community involvement: A well thought-out community and stakeholder involvement and outreach process, facilitated by the Consultant, is an essential part of the Plan. The Consultant will include facilitation techniques, marketing strategies including press outreach, website, and social media efforts to both inform stakeholders and seek their input. Likewise, the Consultant will conduct focus groups, public input meetings and interviews with the following:

- 1) CITY and City government elected/appointed officials and staff;
- 2) Ad hoc committees (if applicable);
- 3) Stakeholder groups;
- 4) Citizens and landowners;
- 5) Current business owners, developers, realtors, and downtown merchants;
- 6) Chamber of Commerce members;
- 7) Education leaders (K-12, higher education); and
- 8) Special event organizers, both non-profit and for-profit.

N) Meetings: The Consultant will conduct meetings as follows:

- 1) Initial staff meetings for organizational, technical and substantive issues;
- 2) Initial meetings with community representatives to discuss issues of concern;
- 3) Ongoing review and discussion of drafts with CITY staff;
- 4) Public input meetings to review issues and obtain general direction;
- 5) Presentation of draft plan components to CITY; and
- 6) Presentation of draft plan at public meetings and final adoption.

O) Final Document Format: The successful Consultant will provide one (1) original and twenty-five (25) copies of both the draft and final version of the Plan in hard copy, in electronic format acceptable to the CITY (i.e. .DOC, and .PDF), and web-ready electronic format acceptable to the CITY. The successful Consultant will create all associated maps in a CITY-approved geographical information systems application. Maps and supporting documentation will be maintainable using current CITY software programs. All final map files will be presented in an Arc GIS shape file.

## RESPONSE TO THE RFP

The following items are required in each proposal. In order to expedite the evaluation of proposals, proponents will organize their proposals in the same sequence. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each proposal. All cost proposals will be submitted on the form provided in this RFP. If the cost proposal is not submitted on the form provided, the proposal will be rejected. Facsimile or email proposals will not be accepted. Proposals must contain a concise presentation of sufficient length to be complete. Brevity is appreciated when possible. All documents and attachments will be contained in a presentation folder or binder no larger than 8- 1/2" by 11". No submittals via email or fax will be accepted. Proposals for 'boilerplate' plans will not be acceptable.

A. **COVER LETTER:** A cover letter with company name, address, phone number, project contact and principal signature is required, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.

B. **WORK PLAN:** Explain the work plan with detailed specific tasks as noted in *Scope of Service* Section of this RFP. Note all tasks and the responsible parties including the City and sub-consultants.

C. **PROJECT SCHEDULE:** A project schedule showing key task target dates (including community meetings, public meetings and staff team meetings) and estimated task duration. Given the planning duration of 12 months, the project schedule should include options for phased deliverables and programs implementation throughout the development of the plan.

D. **PROJECT TEAM:** A resume for the principle of the firm along with a resume for the project manager. Provide primary contact, names and titles of employees and all subconsultant team members, partnering firms and their team members who will have responsibilities under the subsequent agreement. Provide a brief background on all participants to include professional work and areas of expertise.

E. **RELEVANT EXPERIENCE AND REFERENCES:** List projects of a similar nature with which the successful proponent has had direct experience. Be specific on why the referenced projects are similar to this project, and provide links to completed plans of a similar nature/scope when appropriate. Also include at least one contact for each project (email and phone) that may be contacted as a reference.

F. **QUALITY CONTROL:** Describe how the successful consultant will handle quality control to monitor and resolve issues and check and cross-reference documents.

G. **FEES:** Provide a list of fees for the entire scope of services with a total “not to exceed” amount listed for each item on the *Cost Proposal Form* included in this packet. Provide hourly rates for additional services as well as the costs for out of pocket expenses. Please submit the prospective *Cost Proposal Form* for the Plan. Any additional backup documentation showing cost breakdown can be submitted along with the Cost Proposal Form.

H. **CERTIFICATION FORM.** Submit a completed *Certification Form* with the proposal.

I. **CONFLICT OF INTEREST FORM (“CIQ”).** Submit a completed CIQ with the proposal.

**Failure to address items A through I in the *Response to the Request for Proposals* Section in detail will be sufficient reason to eliminate a proposal from consideration**

## EVALUATION OF PROPOSALS

A) EVALUATION CRITERIA: The CITY will evaluate the qualifications of consultants submitting proposals based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed:

| <b><u>Criteria</u></b>  | <b><u>Maximum<br/># of Points</u></b> |
|---|---------------------------------------|
| 1. Accuracy of proposal submission. All information requested has been submitted. The correct number of proposals has been submitted.   | 5                                     |
| 2. The consultant's history, background, staffing, and capabilities to complete this assignment.  | 10                                    |
| 3. Proposed methodology and time lines relative to the provision of immediate course of action with short, mid, and long-term actions as outlined in item L (11) of the scope of service. Project Management Services. Commitment to meeting project agendas, time frames and budgets.  | 15                                    |
| 4. Personnel or sub consultants' background, qualifications, demonstrated creativity and experience in the economic development industry.   | 20                                    |
| 5. Experience and demonstrated expertise in developing a Plan for similar sized communities. Municipal references and samples provided for work of similar scope. Knowledge and demonstrated success in facilitation and success in integrating the concerns of local citizens, the business community, quality of life issues, state transportation issues, target industries and other such issues. | 30                                    |
| 6. Project fee and per hour rate for staff/sub consultants.   | 20                                    |
| <b>TOTAL</b>  | <b>100</b>                            |
| <b><i>Presentation by short-listed consultants.</i></b>   | <b>25</b>                             |

B) EVALUATION & RANKING: A group comprised of CITY staff and board/Council representatives shall review and rank all proposals according to qualifications, and consultants may be selected for interviews or oral presentations as deemed necessary by the group. The group shall make a recommendation to the CITY for final selection. The CITY makes no commitment to any respondent to this RFP beyond consideration of its written response.

C) INTERVIEWS: The CITY may conduct interviews with one or more qualified consultants which timely and properly submit a proposal. The CITY reserves the right to select a consultant without interviews based solely on the information contained in the proposal.

D) CONTRACT: The selection of the consultants and the execution of a contract, while anticipated, are not guaranteed by the CITY. The CITY reserves the right to determine which proposal is in the CITY's best interest and to award the contract on that basis, to reject any and all proposals or portions thereof, waive any irregularities of any proposal, negotiate with any potential proponent (after proposals are opened) if such is deemed in the best interest of the CITY.

## AWARD OF CONTRACT

A) NEGOTIATIONS: After selection of a consultant based on qualifications, the CITY will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent.

B). INABILITY TO REACH AGREEMENT: In the event the negotiations between the most qualified proponent(s) selected and the CITY cannot be completed as a result of an inability to reach agreement on the fee for services or the scope of work to be performed, then at the option of the CITY, the contract may be awarded to the next most qualified proponent. Negotiations will continue in this sequence until a contract is finalized or all proposals are rejected.

C) CITY APPROVAL: The final contract will be submitted to the EDCs for approval, and must also be approved by the City Council.

### D) FINAL CONTRACT:

1) The selected consultant will be required to assume responsibility for all services offered in its proposal, whether or not such services are provided by a partnership arrangement. The successful consultant will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2) The successful consultant will be required to enter into the *Standard Contract/ Professional Services Agreement* with the CITY attached herein.

3) This RFP and the successful consultant's proposal, or any part thereof, may be incorporated into and made a part of the final contract. The CITY reserves the right to negotiate the terms and conditions of the contract with the successful consultant.



## **SUBMISSION OF PROPOSAL & DEADLINE**

Submit one (1) original, six (6) copies, and a thumb drive as a PDF file of the proposal to the CITY office no later than: **3:00 pm Friday, October 26, 2018.**

**Proposals must be received in the CITY office before opening date and time, submitted in a sealed envelope or container stating on the outside: DO NOT OPEN – Economic Development Strategic Plan. Submitted by the Bidder's name, address, title, and due date.**

### **IF HAND DELIVERED:**

City of Fulshear Economic Development  
Fulshear City Hall  
30603 FM 1093  
Fulshear, Texas 77441

### **MAILING ADDRESS:**

City of Fulshear Economic Development  
PO Box 279  
Fulshear, Texas 77441

Each proposal shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All proposals shall be signed and dated. Proposals that are not signed and dated will be rejected. Facsimile transmittals shall not be accepted.

For questions regarding bid specifications and for the deadline for inquiries, please refer to the *Addenda & Questions* paragraph under the *Instructions, Terms and Conditions* Section contained herein.

## **Schedule of Important Dates**

Post/Release RFP to Consultants: **October 10, 2018**

Pre-Proposal Meeting (optional): **October 16, 2018 at 11:00 a.m. at Fulshear City Hall**

Deadline for Written Questions and Inquiries: **3:00 p.m., Friday, October 19, 2018**

Proposal Submission Deadline: **3:00p.m., Friday, October 26, 2018**

Interviews with shortlisted firms\*: **Friday, November 2, 2018**

*\*It is anticipated that selected firms will be notified by close of business 10/31 if they have been shortlisted for an interview.*

## INSTRUCTIONS, TERMS AND CONDITIONS

GENERAL INSTRUCTIONS: Consultants submitting proposals should carefully examine all terms, conditions, specifications and related documents. Should discrepancies or omissions from the specifications or related documents be discovered, or should there be doubt as to their meaning, the CITY should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the CITY's interpretation shall govern.

ADDENDA & QUESTIONS: All question regarding this proposal and any regarding the meaning or intent of the RFP are to be directed in writing to the following contact(s). Interpretations or clarification considered necessary by the CITY in response to such questions will be issued by Addenda and posted online.

Questions received less than one week prior to the due date and time will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding. All addenda shall be acknowledged on the *Certification* form attached herein.

City of Fulshear  
c/o Angela Fritz  
Economic Development Director  
***ecodev@fulsheartexas.gov***

Mailing address:  
PO Box 279  
Fulshear, Texas 77441

Physical address:  
30603 FM 1093  
Fulshear, Texas 77441

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

CERTIFICATION: Proposals must be completed and submitted as required in this document. A *Certification* form, attached herein, must be fully completed. **Submittals that do not include a signed *Certification* form will be considered non-responsive and will not be evaluated.**

COMMUNICATION: The CITY shall not be responsible for any verbal communication between any employee of the CITY and any potential firm. Only timely and properly submitted written proposals will be considered.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT AWARD: If a contract is awarded, the consultant will be selected on a rational basis using the proposal evaluation factors and results of subsequent negotiations. The CITY has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted to the CITY for a period of up to one hundred twenty (120) days following the date specified for the proposal submission deadline.

DELIVERY: All delivery and freight charges are to be included in the proposal price.

DESCRIPTIONS: It is the intent of the CITY to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of product or to meet a pre-established standard of quality. Consultants may offer items of equal quality and the burden of proof of such quality rests with them. The CITY shall act as sole judge in determining quality and acceptability of products offered.

DISCLOSURE: There will be no disclosure of contents to competing firms and all proposals will be kept confidential during the selection process to the degree permitted by law. The CITY is subject to the Texas Public Information Act, Texas Government Code, Chapter 552. Government Code 552.110 excepts from required public disclosure a trade secret or commercial or financial information that may be privileged or confidential by statute or judicial decision. However, the CITY considers all information, documentation, and other materials requested to be submitted in response to this RFP to be non-confidential and/or non-proprietary and therefore subject to public disclosure after the contract is executed.

DOCUMENTATION: The Consultant shall provide with this proposal response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. Vendor is encouraged to submit concise and clear responses to the RFP. Responses of excessive length or complexity are discouraged. The CITY reserves the right to include the selected proposal or any part or parts of the selected proposal in the final contract.

ETHICS: The Consultant shall not offer gifts or anything of value or enter into any business arrangement with any employee, official or agent of the CITY or City of Fulshear. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders

Consultants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176

mandates the public disclosure of certain information concerning persons doing business or seeking to do business with CITY, including affiliations and business and financial relationships such persons may have with CITY officers.

By doing business or seeking to do business with the CITY, including submitting a response to this RFP, the Consultant acknowledges that he/she has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is representing that said Consultant is in compliance with those requirements.

*Conflict of Interest Questionnaire* contained herein must be filled out and turned in with each proposal.

Consultants must comply with Chapter 2252 of the Texas Government Code. Chapter 2252 requires certain business entities entering into certain contracts to file a disclosure of interested parties (Form 1295) at the time the business entity submits a signed contract to a governmental entity.

Consultants must comply with Chapter 2270 of the Texas Government Code. Chapter 2270 requires contracts for goods or services to contain a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

**INDEMNIFICATION:** The successful Consultant shall indemnify, defend, and hold the CITY, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of contractor, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

**INVOICES** submitted for payment shall be addressed to CITY. Periodic payments will be made within thirty (30) days of invoice date provided that all other requirements are detailed in the contract have been fulfilled.

**LATE PROPOSALS:** Proposals received at the CITY office after submission deadline will be considered void and unacceptable. CITY is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the CITY office shall be the official time of receipt.

**LOBBYING PROHIBITED:** Consultants are prohibited from directly or indirectly communicating with CITY members, elected officials or anyone affiliated with the Economic Development Corporation boards regarding the Consultant's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. Consultants are prohibited from contacting CITY and City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the Consultant from the selection process.

MANAGEMENT: Should there be a change in ownership or management of the successful bidder, any and all contracts that result from this RFP shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions, requirements, terms, conditions, schedule, and fees. This contract is nontransferable by either party.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract. **Prices shall be all inclusive.** Additional charges not shown in the proposal will not be honored.

PROPOSALS MUST COMPLY with all federal, state, county and local laws concerning this type of goods or service.

REIMBURSEMENT: There is no express or implied obligation for the CITY to reimburse responding Consultants for any expenses incurred in preparing proposals in response to this RFP and CITY will not reimburse responding firms for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

RESERVATIONS: The CITY reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, add or subtract, in part or in its entirety, this RFP if found in the best interest of the CITY. All proposals become the property of the CITY.

RESPONSIBLE FIRMS: The CITY shall only consider responsible consultants who have the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The CITY will consider references and other information available, whether specifically provided by the respondent or otherwise. Consultants with an owner or principal convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

SALES TAX: The CITY is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in proposal.**

SITE VISITS: If a site visit is necessary, it will be coordinated by the CITY through a Pre-Proposal Conference. No individual appointments will be accepted for site visits.

STANDARD CONTRACT(S): This RFP includes the CITY's *Standard Contract/ Professional Services Agreement*; a statement of willingness to utilize such agreement must be provided. The Consultant should review the attached *Standard Contract/ Professional Services Agreement* thoroughly, and by submitting a proposal, the Consultant is agreeing to sign the CITY's *Standard Contract/ Professional Services Agreement* without modification.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn prior to the scheduling time for opening. Notice to withdraw the proposal must be in writing and submitted to the CITY prior to the scheduled time for opening proposals. Any proposal withdrawal notice, which is received after the deadline for receiving proposals, shall not be considered.

INSURANCE: The successful Consultant shall provide and maintain the minimum insurance coverages set forth in the *Standard Contract/ Professional Services Agreement* attached herein.

**ATTACHMENT A: COST PROPOSAL ON ECONOMIC DEVELOPMENT STRATEGIC PLAN****PROPOSAL NAME:** ECONOMIC DEVELOPMENT STRATEGIC PLAN**RESPONDENT:**

| Item #            | Description  | Total Cost |
|-------------------|--|------------|
| 1                 | Community Assessment   | \$         |
| 2                 | Workforce and Educational Institution Analysis   | \$         |
| 3                 | Cluster, Location Quotient, and Target Industry Analysis                                       | \$         |
| 4                 | New Programs   | \$         |
| 5                 | Assessment of CITY Organization & Comparison to Other Economic Development Organizations (EDO) | \$         |
| 6                 | Incentive Programs   | \$         |
| 7                 | Primary Employment Strategies  | \$         |
| 8                 | Existing Business Development  | \$         |
| 9                 | Infrastructure Analysis  | \$         |
| 10                | Land Use Analysis  | \$         |
| 11                | Redevelopment  | \$         |
| 12                | Tourism Strategies   | \$         |
| 13                | Marketing Strategies   | \$         |
| 14                | Operational Strategy   | \$         |
| 15                | Implementation Plan  | \$         |
| 16                | Community Involvement  | \$         |
| 17                | Meetings   | \$         |
| 18                | Document Costs   | \$         |
| 19                | Reimbursables  | \$         |
| 20                | Per diem cost to undertake any additional work   | \$         |
| <b>TOTAL COST</b> |  | \$         |

The cost proposal submitted on the enclosed form will constitute an official offer to undertake the proposed work at the proposed prices. Each proponent agrees that its price will remain firm and subject to acceptance by the CITY for a period of 120 calendar days from the proposal submission deadline date.



**ATTACHMENT B: CERTIFICATION**

**THE UNDERSIGNED AFFIRMS THAT IT IS DULY AUTHORIZED AND QUALIFIED TO SUBMIT THIS PROPOSAL, THAT THIS PROPOSAL HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER PROPONENT, AND THAT THE CONTENT OF THIS PROPOSAL HAS NOT BEEN COMMUNICATED TO ANY OTHER PROPONENT PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.**

**A CONTRACT WILL BE AWARDED TO THE RESPONSIBLE PROPONENT WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.**

RESPONDENT MUST INITIAL NEXT TO EACH ADDENDUM RECEIVED (IF APPLICABLE):

ADDENDUM #1\_\_\_\_\_

ADDENDUM #2\_\_\_\_\_

RESPONDENT MUST COMPLETE AND SIGN:

PROponent NAME:

\_\_\_\_\_

AUTHORIZED REPRESENTATIVES NAME:

\_\_\_\_\_

REPRESENTATIVE'S TITLE:

\_\_\_\_\_

MAILING ADDRESS:

\_\_\_\_\_

PHONE NUMBER:

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



# The City of Fulshear

## PROFESSIONAL SERVICES AGREEMENT

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

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| I. Summary of Agreement Terms        | IV. Special Terms and Conditions |
| II. Signatures                       | V. Additional Documents          |
| III. Standard Contractual Provisions |                                  |

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

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

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

Guaranteed Maximum Price: \_\_\_\_\_

Length of Agreement: \_\_\_\_\_

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

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

Renewal: \_\_\_\_\_

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

**CITY OF FULSHEAR:\***

**CONTRACTOR:**

\_\_\_\_\_

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

Signed by: Date: \_\_\_\_\_

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

\_\_\_\_ City Manager or

\_\_\_\_ Department Head

\_\_\_\_ Division Head

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

\*Agreement Signature Authority:

Department Heads -\$4,999 or less

City Manager or Assistant City Manager - \$5,000 to \$24,999

### ***III. Standard Contractual Provision.***

#### **A. Definitions.**

*Agreement* means this Professional Services Agreement.

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

B. **Services and Payment.** Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Agreement. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Agreement, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state, local, or use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes shall not be added to any invoice.

#### **C. Termination Provisions.**

- (1) *City Termination for Convenience.* Under the paragraph, the City may terminate this Agreement during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Agreement under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Agreement to the date of termination.
- (2) *Termination for Default.* Either party to this Agreement may terminate this Agreement as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Agreement that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Agreement by written notice to the other party, specifying the date of termination. Termination of the Agreement under this paragraph does not affect the right of either party to seek remedies for breach of the Agreement as allowed by law, including any damages or costs suffered by either party.
- (3) *Multi-Year Contracts and Funding.* If this Agreement extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Agreement becomes effective and the City fails to appropriate funds to make any required payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Agreement automatically terminates at the beginning of the first day of the City's successive fiscal year for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Agreement. (Section 5, Article XI, Texas Constitution)
- (4) Unless terminated earlier as referenced above, this Agreement terminates on the termination date but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or if there is no termination date specified the Agreement terminates when both parties have completed all their respective obligations under the Agreement.

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

to this Agreement who is sued by a third party for acts or omissions arising from this Agreement to bring in the other party to this Agreement as a third-party defendant as allowed by law.

- E. Assignment. The Contractor shall not assign this Agreement without the prior written consent of the City.
- F. Law Governing and Venue. This Agreement is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Agreement in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas without regard to choice of venue provisions
- G. Entire Agreement. This Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Agreement. The City and Contractor agree that the work performed under this Agreement is not inherently dangerous, that Contractor will perform the work in a competent manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Agreement. If either party disputes any matter relating to this Agreement, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Agreement sue the other party for breach of contract or for any other cause relating to this Agreement, 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 Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- L. Contractual Limitations Period. Any provision of the Agreement 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 Documents and a provision in the remainder of this Agreement, 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 Agreement 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 Agreement 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.

#### ***IV. Special Terms and Conditions.*** (Add as required)

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

A. Contractor's Additional Documents:

1. Executed Contractor Insurance Requirements & Agreement (required insurance certificates shall be in possession of the City at actual commencement of work).

B. City's Additional Documents:

1. Insurance Forms as required below.
2. Scope of Services as listed on the attached.

**END OF DOCUMENT**

## CITY OF FULSHEAR 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 Fulshear 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 Fulshear 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 Fulshear 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 Fulshear 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 Fulshear 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 Fulshear 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 Fulshear.
- 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 Fulshear 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 Fulshear 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 Fulshear, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fulshear. The certificate of insurance and endorsements shall be sent to:

**City of Fulshear  
Finance Office  
P. O. Box 279  
Fulshear, TX 77441**

**Emailed to: [accounting@fulsheartexas.gov](mailto:accounting@fulsheartexas.gov)  
Faxed to: (281) 346-2556**

**Questions, please contact Fulshear's Finance Department at (281) 346-8805**





# CERTIFICATE OF LIABILITY INSURANCE

A

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><br>ABC Insurance Agency<br>555 Main Street<br>Tampa, FL 33333-0000 | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:  |                               |        |                              |       |                              |       |                              |       |                              |       |                              |       |                              |       |
|--|--|-------------------------------|--------|------------------------------|-------|------------------------------|-------|------------------------------|-------|------------------------------|-------|------------------------------|-------|------------------------------|-------|
| <b>INSURED</b><br>XYZ Company<br>123 Apple Street<br>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 |
| 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  |                               |        |                              |       |                              |       |                              |       |                              |       |                              |       |                              |       |

**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.

| NSR LTR | TYPE OF INSURANCE  | ADDITIONAL SUBROGATION RIGHTS | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|---------|--|-------------------------------|---------------|-------------------------|-------------------------|--|
| F       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOW | H                             | X123456       | 01/01/1900              | 01/01/1900              | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 100,000<br>PERSONAL & ADV INJURY \$ 5,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br>NON-OWN AUTOS  | I                             | 123456789     | 01/01/1900              | 01/01/1900              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B       | UMBRELLA LIAB<br>EXCESS LIAB<br>DED: RETENTION \$  | J                             |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| C       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | K                             | 01234         | 01/01/1900              | 01/01/1900              | X WC STATUTORY LIMITS<br>EL EACH ACCIDENT \$ 500,000<br>EL DISEASE - EA EMPLOYEE \$ 500,000<br>EL DISEASE - POLICY LIMIT \$ 500,000  |
| D       | Builder's Risk<br>Professional Services  | L                             | 123456        | 01/01/1900              | 01/01/1900              | 100% Insurable Value, replacement cost basis<br>\$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><br>City of Fulshear<br>Purchasing Office<br>P.O. Box 279<br>Fulshear, TX 77441 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>AUTHORIZED SIGNATURE REQUIRED HERE |
|--|--|

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

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 & 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 Fulshear.  
Professional Liability Coverage – for professional services if required by the City of Fulshear.
- 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 Fulshear.
  - (1) Adding the City of Fulshear 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 Fulshear'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 Fulshear 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. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

# INSURANCE REQUIREMENTS-PROJECT SPECIFIC

**City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All Insurance Documents will be reviewed by Purchasing and Risk.**

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

## Coverages Required & Limits (Figures Denote Minimums)

|                                      |   |                    |                 |
|--------------------------------------|---|--------------------|-----------------|
| <u>X</u> Workers' Compensation       | Statutory limits, State of TX.  |                    |                 |
| <u>X</u> Employers' Liability        | \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate |                    |                 |
| <u>Commercial General Liability:</u> |   |                    |                 |
|                                      | <u>Very High/High Risk</u>  | <u>Medium Risk</u> | <u>Low Risk</u> |
| 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)

|                             |                        |                        |
|-----------------------------|------------------------|------------------------|
| <u>Very High/ High Risk</u> | <u>Medium Risk</u>     | <u>Low Risk</u>        |
| 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:

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

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

**required** Agreement value between \$5,000,000 and \$10,000,000:

**\$9,000,000 is required** Agreement value between \$10,000,000 and

\$15,000,000: **\$15,000,000 is required** Agreement 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 Fulshear) 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 Fulshear)

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

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.