



# **CITY OF KEMAH**

## **Request for Qualifications**

### **Development of Hotel & Conference Center**

Issued: July 6, 2017

Proposals Due: August 7, 2017



**CITY OF KEMAH  
REQUEST FOR QUALIFICATIONS (“RFQ”)**

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**SUBMITTAL FOR:** Development of Hotel and Conference Center

**SUBMITTAL DUE DATE:** August 7, 2017

**SUBMITTAL DUE TIME:** 5:00 p.m.

**CONTACT:** City of Kemah  
Attn: Wendy Ellis, City Administrator/Economic Development  
Director  
Email: wellis@kemah-tx.com  
Telephone: 281-334-1661

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**SECTION 1 - INTRODUCTION**

**INTRODUCTION AND PROJECT SUMMARY**

- I. The City of Kemah, Texas (the “City”) is soliciting submittals of qualifications from teams for the planning, design, engineering, construction, maintenance and operation of the following: (1) a full-service, resort-quality, upscale hotel; (2) an integrated conference/events center and meeting facility; and (3) a shared parking garage structure serving both the hotel and conference/events center facility (collectively referred to herein as the “Project”).
- II. The City intends for the Project to act as a first-class facility that is not only appropriate to support local events such as weddings, banquets, and awards ceremonies, but that can also offer flexibility to host large-scale statewide and national events such as conferences, beauty pageants, tradeshow, entertainment functions, and seminars. While the City understands that the Project must meet projected market demands, should the market analysis support it, the City expects the Project (specifically the conference/events center) to be able to accommodate at least a 1,000 person full service dinner program, as well as to be converted to auditorium space to seat at least 1,500 people.
- III. The City seeks a high-quality, integrated development and operations team for the Project. The team should at a minimum be composed of firms qualified in development, engineering, architecture, operations, and maintenance. Development of the conference/events center should be designed to attract a wide range of professional groups, exhibiting shows, and regional meeting events.

- IV. The City is located southeast of Houston along west Galveston Bay. While the City itself only has approximately 1,773 residents within its 1.91 square miles, the City has evolved from a small fishing town with a focus in the shipping industry to a tourist destination for not only the general vicinity but the region. The City has embraced its waterfront location to provide a destination for families filled with restaurants and attractions ranging from amusement park rides at the Kemah Boardwalk to regular concerts held for the public.
- V. The development team will be responsible for all aspects of funding for the Project; provided, however that the City will agree to commit funding secured during the most recent legislative session (the 85<sup>th</sup> regular session) via House Bill 2445 (“HB 2445”). The City’s sole financial commitment shall be to invest HB 2445 revenues into the Project in order to reimburse all or a portion of the costs associated with the Project. The development team shall be obligated to provide monetary advances for all City expenditures related to development of the Project, including but not limited to outside consulting fees, plan review fees, and administrative costs; provided however that such amounts shall be reimbursed through HB 2445 funds received by the City when such funds become available. In the event that the Project is not completed, the City shall not be obligated to reimburse the development team for any monetary advances provided to the City related to the Project.
- VI. The development team is expected to be responsible for all aspects of the development process including: (a) securing approvals for planning, zoning, permits, environmental compliance, design, and other required governmental approvals; and (b) design and construction of the Project.
- VII. In order to efficiently manage and complete the Project, the City may opt to utilize a local government corporation (“LGC”) to act on its behalf. The City or such designee will have an ongoing review and approval role throughout the duration of the development process, with the goal of ensuring the scale, design, use of materials, and vehicle traffic will comply with the City’s goals.
- VIII. The City currently does not currently own the land on which the Project is to be located, nor has the City identified a preferred location. As part of this RFQ, the City requires the development team to submit a proposed location. Please note that in order to commit the funding received via HB 2445, the City (or City designated LGC) will need to own the real property on which the conference/events center and parking garage are located. Therefore, the City will require the development team to obtain the necessary land, and in turn, convey the property to the City to remain eligible for HB 2445 funding.
- IX. Upon completion of the Project, the hotel shall be owned and operated by the developer. The hotel real property will either be owned in fee by the developer or leased by the City to the developer under a long-term ground lease. As detailed above, the City must secure ownership of the real property on which the parking garage and conference/events center are constructed. The conference/events center will be owned by the City and the parking garage will be jointly owned. The City and the developer shall enter into a maintenance and operating agreement related to the ongoing operations of the conference/events center and parking garage, whereby the developer shall agree to assume all maintenance and operations obligations for the entirety of the Project, subject to the developer retaining

the right to receive operating revenues generated by the Project with the City retaining a designated number of days to use the conference/events center facilities free of charge.

- X. This RFQ describes the preferred program for completion of the Project in general, the developer selection process, and the minimum information that must be included with the submittal. Failure to submit information in accordance with the requirements and procedures listed herein may be cause for disqualification.

## **PROGRAM DESCRIPTION**

The preferred program is envisioned to include the development of a new conference/events center facility with an integrated supporting hotel and a shared parking structure consisting of the components set forth below. The quality of the Project shall be comparable to the quality of newly developed similarly styled Projects in competitive small to mid-market conference cities across the United States. Based on preliminary market research and facility reviews, the City believes the appropriate development scope for this project will include:

- I. A full-service, resort-quality, upper-upscale national branded headquarters hotel with a physical connection to the conference/events center.
- II. Conference/events center with meeting, ballroom, exhibition, auditorium, and break-out space.
- III. Hotel amenities, entertainment, retail, restaurant, and parking facilities complementary to the size of the hotel.
- IV. The hotel, conference/events center, and parking garage should be physically integrated in a manner consistent with industry standards for conference/events center facilities.

The preferred program may be refined and changed after developer qualifications are submitted and a developer is selected. For the purposes of comparing proposals, the City requires that each development team make a submission based on the Preferred Program. However, the City is open to the most efficient design for the entirety of the Project. The development team may also recommend alternative building programs with an explanation of how these alternative programs may provide advantages over the Preferred Program. Any alternative building programs should contain an emphasis on improved financial performance.

## **SECTION 2 - QUALIFICATIONS AND PROCESS OVERVIEW**

### **MINIMUM QUALIFICATIONS FOR DEVELOPMENT TEAMS**

- I. Development teams are to be composed of the developer, the developer's selected architect, the developer's selected construction manager, the developer's selected hotel and conference/events center operator, and the developer's selected civil engineer.
- II. The development team must demonstrate experience with hotel projects of similar scope, constructed within the past ten years. Specifically, experience with conference/events center projects is highly preferred.

- III. The development team must demonstrate the financial capability to complete the Project at the desired standard. In order to support such capability, the submittal must include a third party letter of financial capability, as required in the Submittal Requirements set forth below.
- IV. The architect and construction manager must have had primary responsibility for the actual design and construction of large commercial development projects undertaken during the past ten years (with “large” defined as construction value of approximately \$20 million or more per project). The architectural firm involved in this RFQ process would be the presumptive lead architect for the project if the development team is selected.
- V. Each development team will be responsible for identifying qualified operator(s) for the hotel and the conference/events center. The City expects that the proposed hotel and conference/events center will be brand-managed or managed by an experienced, third-party hotel and conference/events center management company.
- VI. The construction manager, if distinct from the development company, is to be selected by the development company. Submittals should provide evidence of construction manager’s recent hotel and conference/events center construction experience. The primary criteria for selection of a construction manager should be its financial strength and technical abilities to deliver a quality project on-schedule, as well as experience working together with your selected team members.
- VII. Laws and permitting practices pertaining to developments of this type can vary from one part of the country to another. Therefore, it is preferred, but not necessary, for the team to demonstrate experience on large commercial development projects in the State of Texas.
- VIII. Non-exclusivity - the City encourages the best combination of potential teams. With this objective in mind, all members of a responding team, with the exception of the lead developer, may be listed as members on more than one response. A developer of one team may participate in a supporting role on another team, but will not be considered for multiple lead-developer submittals. For example, a lead developer in one project team may submit as an equity investor on another team.

**SELECTION PROCESS SCHEDULE**

The City anticipates the following schedule for the selection process, but retains the right to change this schedule:

Issue RFQ	July 6, 2017
Last date to submit questions	5:00 p.m. CST, July 31, 2017
RFQ submittals due	5:00 p.m. CST, August 7, 2017
Interview and selection process	August/September 2017
Begin negotiations of definitive agreements	Immediately following selection

**SECTION 3 – SUBMITTAL REQUIREMENTS**

- I. Please read and respond to all of this RFQ in the format requested. RFQs submitted in a different format, or that do not contain all the requested information may be considered non-responsive. Submitters are to submit one (1) original sealed proposal plus one (1) electronic version in PDF format. The electronic and hard copy of the submission must be delivered by 5:00 p.m. CST on Tuesday, August 7, 2017, to:

<b>Recipient:</b>	City of Kemah Attn: Wendy Ellis, City Administrator/Economic Development Director 1401 State Highway 146 Kemah, Texas 77565
<b>Phone:</b>	(281) 334-1611
<b>Email:</b>	<a href="mailto:wellis@kemah-tx.com">wellis@kemah-tx.com</a>
<b># of copies:</b>	1 bound hard copy 1 electronic copy in PDF format

- II. The response should address all the points outlined in this RFQ. Submitted materials are to be soft cover bound and no larger than 8.5" x 11". Any materials larger than 8.5" x 11" should be folded to fit into the 8.5" x 11" format. The response should be submitted in a PDF electronic format also. Submittals must be received prior to the due date and time. It is the sole responsibility of the proposing firms to ensure timely delivery of the proposal. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the submitting developer. Late submittals will be returned to the proposer unopened.
- III. Submitters are reminded that the U.S. Postal Service deliveries may be delayed. Submitters are responsible for on-time deliveries of proposal documents to the City, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for U.S. Postal Service deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them, and deliver to the City, for fees for which the proposer shall bear responsibility.
- A. The outside of the package should be clearly marked with the following: "RFQ Response – City of Kemah Hotel and Conference Center Proposal Due by 5:00 p.m. CDT on August 7, 2017."
- B. PROPOSALS RECEIVED AFTER THE ABOVE DEADLINE WILL NOT BE CONSIDERED. RESPONSES THAT ARE NOT SUBMITTED IN A SEALED ENVELOPE OR CONTAINER WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE RESPONSES WILL NOT BE ACCEPTED.

Questions regarding the required content shall be directed in writing to Wendy Ellis at the above email address.

IV. Questions, Requests for Clarification, and Suggested Changes

Submitters are invited to submit written questions and requests for clarifications regarding the RFQ. Submitters may also submit suggestions for changes to the requirements of this RFQ. The questions, requests for clarifications, or suggestions must be emailed to Wendy Ellis, wellis@kemah-tx.com and received on or before 5:00 p.m., July 31, 2017. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFQ, the page and section number(s) must be referenced. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the proposer should immediately notify Wendy Ellis in writing of such error and request modification or clarification of the RFQ document. The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFQ.

V. To simplify the review process and to obtain the maximum degree of comparability, each submittal shall follow the outline as set forth below and, at a minimum, contain the information as requested. Development teams are encouraged to include additional relevant information. Each element in the response should be cross-referenced to this RFQ as follows:

A. TAB ONE – Table of Contents

Include a clear identification of the material by section and by page number.

B. TAB TWO – Executive Summary

A letter of transmittal, on corporate letterhead, should be brief and including a brief description of your development team.

C. TAB THREE – Acknowledgements

1. A signed copy of any and all addenda to the RFQ that have been issued by the City.
2. Certification of Independence and No Conflict of Interest, included as Appendix A.
3. Litigation Disclosure, included as Appendix B.

D. TAB FOUR – Qualification Materials

1. DEVELOPER, ARCHITECT, OPERATOR, ENGINEER, AND CONSTRUCTION MANAGER INFORMATION
  - a. Identify each firm on the development team; describe the composition, legal form, and organizational structure of the development team. Joint ventures should provide all requested information for each team member. Identify the role of each team member.

- b. For each member of the development team, provide: a summary of qualifications and a list of directly relevant completed projects with completion dates.
- c. For each member of the team, identify the personnel who will be specifically assigned to the project. Briefly describe the role and experience of these personnel. Provide contact data including telephone numbers and email addresses.
- d. The City intends to manage all contacts with the media regarding this project. Please include statements from all principal team members indicating that they agree to abide by this intention and refrain from all media contacts unless expressly authorized by the City's representatives for this Project.

## 2. DEVELOPMENT PROJECT DESCRIPTIONS

- a. For each member of the development team, provide project descriptions for the most similar and relevant projects completed recently. The construction manager and the architect may both use the same project(s), if applicable.
- b. Provide summary descriptions of at least two hotel projects that your team's lead developer has led. Provide descriptions of any recent hotel projects your team members (e.g. architect or construction manager) have completed. The summary descriptions for hotel projects should include: (a) the name and location of hotel; (b) development cost of the hotel, excluding land; (c) a description of the financing plan used; (d) the year opened; and (e) a summary of the development team and your role in the development.
- c. If your team's architect and/or construction manager has experience working on any recent conference/events center construction or expansion projects, please indicate that experience. The summary descriptions for conference/events center projects should include: (a) the name and location of conference/events center; (b) total rentable exhibition space; (c) total rentable meeting and banquet space; (d) owner; (e) operator; (f) total development cost of the conference/events center (or expansion), excluding land; (g) a description of how the project was financed; (h) the year opened or expanded; and (i) a summary of the development team and your role in the development.
- d. For both types of projects provide the project start and completion dates and adherence to project schedule.

- e. For hotel projects provide a comparison of the original proposed budget for the project versus the final actual cost on completion. Please show land costs separately.
- f. For hotel projects provide a summary description of the financing plan implemented for each project. Specifically identify all forms of public and private investment in the project.
- g. Listing of claims, which affected the owner, and the resolution of those claims.
- h. At your option, you may also provide photographs of each project.

### 3. OPERATIONS AND BRANDING EXPERIENCE

- a. The City wishes to identify the best approach to operating these facilities with the goal of maximizing the overall total return to the community, as measured by economic impacts, tax revenues, and any other benefits that may result from the project. Therefore, all options for operating the Project will be considered at this time.
- b. The City intends to turn over operations of the conference/events center to a private management company. Describe the level of team member involvement in working with different approaches to operating conference/events centers. If you believe an alternative approach to operating the conference/events center may contribute to making the proposed hotel project feasible or would create other advantages for the City, please provide a discussion of what you think would be the best overall option for the City.
- c. The proposed hotel could be brand-managed or it could be managed by a third-party operator. Provide a discussion about what you believe would be the most appropriate operating arrangement for this project and why. In either case, the City wishes to engage a development team that has a proven track record of working with qualified operators and full-service brands. Please discuss the operators and brands with which your team has experience.

### 4. FINANCING AND OWNERSHIP EXPERIENCE

- a. Provide descriptions of successful approaches to financing and ownership that your team has utilized for past deals. Your team's track record of success should be supported with examples of real projects. As applicable, include discussions of ownership, land, debt, equity, and all public incentives that comprised the financing plans for these past projects.

NOTE: The selected development team will be required to demonstrate in-depth financial capability during negotiations.

5. OTHER INFORMATION

- a. The City requires that you submit a proposed location described with adequate specificity for the Project that contains the necessary acreage to meet the requirements and objectives set forth herein. As noted previously, the City does not currently own the land on which the Project is to be located. However, in order to commit funding received via HB 2445, the City (or City designated LGC) will need to secure and own the real property on which the conference/events center and parking garage are located. Therefore, the City will require the development team to obtain the necessary land, and in turn, convey the property to the City to remain eligible for HB 2445 funding. Please clearly designate this portion of the submittal "Confidential." The City hereby agrees to assert that any proposed location information should be treated as confidential and agrees to notify the development team as soon as reasonably practicable should such information be requested by an outside third-party requestor.
- b. You may submit other information such as brochures, reports, land maps, or other project information that the development team desires to submit for consideration.
- c. References – Provide contact information for up to three (3) clients for whom you provided development services directly comparable to those requested in this RFQ.

E. TAB FIVE – Approach to Financing

The City expects each development team will conduct its own due diligence and market research for the Project, given the guidelines and basic development concept outlined herein.

1. FINANCING CONSIDERATIONS

- a. The development team will be responsible for all aspects of funding for the Project; provided, however that the City will agree to commit funding secured during the most recent legislative session (the 85<sup>th</sup> regular session) via House Bill 2445 ("HB 2445"). The City's sole financial commitment shall be to invest HB 2445 revenues into the Project in order to reimburse all or a portion of the costs associated with the Project. The development team shall be obligated to provide monetary advances for all City expenditures related to development of the Project, including but not limited to outside consulting fees, plan review fees, and administrative costs; provided however that

such amounts shall be reimbursed through HB 2445 funds received by the City when such funds become available. In the event that the Project is not completed, the City shall not be obligated to reimburse the development team for any monetary advances provided to the City related to the Project. Subject to the commitment from the City to contribute HB 2445 funds, the developer must include an affirmative statement in the submittal indicating that the developer will fund the entirety of the Project.

- b. Include a third party letter indicating the developer's financial capability to complete its portion of the Project at the desired standard.

#### **SECTION 4 - EVALUATION**

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefit to the City. Discussions may be conducted with development teams determined to be reasonably qualified, and the City reserves the right to reject any and all proposals. The City reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the City to contract for the proposed Project. The City will negotiate a development agreement and/or other contract related to the Project with the selected development team, as recommended by the selection committee as designated by the City, and selected by the City. The City shall not be liable to any development team for costs associated with responding to the RFQ, for the development team's participation in the interview, or any costs associated with negotiations. Selection of the development team shall be in the sole and final determination of the City based on consideration of the information submitted including, but not limited to, each development team's qualifications, quality of the proposed plan for construction and completion of the Project, ability to fund its portion of the Project, the development schedule, and information related to the operations plan. The City intends to move as expeditiously as possible with the commencement and completion of the Project. Please note that time is of the essence, and the timeliness and responsiveness of the possible development team will be a key factor in the City's selection.

#### **SECTION 5 - ADDITIONAL INFORMATION AND TERMS**

- I. **RFQ PREPARATION COSTS:** All costs associated with preparing an RFQ shall be borne by the development team making the submittal.
- II. **INITIAL MONETARY ADVANCE BY DEVELOPER:** Upon selection of the development team, the City-selected development team will be required to submit a cash deposit in the amount of \$40,000.00 to reimburse the City for previously incurred expenses related to the RFQ and selection process, as well as to provide initial funding for the negotiation of the definitive agreements. Negotiations related to the definitive agreements shall not commence until the required deposit is received. In the event the Project is completed, such amounts shall be eligible for reimbursement through funding received via HB 2445. The City may utilize such funds as it reasonably deems necessary, so long as the use of such funds directly relates to the development of the Project and that use does not jeopardize the ability to be reimbursed via HB 2445. In the event that the

Project is not completed, the City shall not be obligated to reimburse the development team for any monetary advances provided to the City related to the Project.

- III. **MODIFICATION OF RFQs:** RFQs may be modified in writing at any time prior to the due date and time. Modifications should be returned in a sealed envelope marked on the outside with the submitter's name, address, and the due date and time. The modification package must include a cover letter clearly stating the page(s) and item(s) being modified, and any further relevant information.
  
- IV. **WITHDRAWAL OF RFQs:** RFQ submittals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the firm) at any time prior to the due date. An RFQ submittal may also be withdrawn in person by a firm, provided the withdrawal is made prior to the due date. The firm must sign a receipt of withdrawal. No RFQ submittals may be withdrawn after the due date unless there is a material error in the RFQ submittal. Withdrawn RFQ submittals may be resubmitted, with or without modifications, up to the due date.
  
- V. **REJECTION OF OFFERS:** The City will first examine proposals to determine their conformance with the RFQ. Any proposals that are deemed to be non-conforming to the stated requirements may be rejected. Therefore, development teams should exercise particular care in reviewing the required submittal format as set forth in this RFQ. The City reserves the right to reject any or all offers, in whole or in part, received in response to this RFQ at any time prior to the execution of a written contract and/or development agreement. Issuance of this RFQ in no way constitutes a commitment by the City to award a contract or enter into a development agreement. This RFQ is designed to provide developers with the information necessary to prepare a competitive submittal. The City reserves the right to negotiate the terms of the contract and/or development agreement with the selected development team prior to entering into a contract and/or development agreement. If contract negotiations cannot be concluded successfully with the selected development team, the City may select an alternate development team to complete the Project.
  
- VI. **DISQUALIFICATION:** The City may reject outright and shall not evaluate submittals for any one of the following reasons:
  - a. The submitter fails to include information necessary to substantiate that it will be able to meet complete the Project.
  - b. The submitter fails to respond to the City's request for information, documents, or references.
  - c. The submitter fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in this RFQ.
  - d. The submitter presents the information requested by this RFQ in a format inconsistent with the instructions of the RFQ.
  - e. The submitter provides misleading or inaccurate responses.
  - f. The submitter limits the City's rights.

- VII. **RESERVATIONS:** The City expressly reserves the right to:
- a. Specify approximate quantities or square footages in the RFQ;
  - b. Extend the RFQ opening date and time;
  - c. Consider and accept alternate proposals, if specified in the RFQ documents, when most advantageous to the City;
  - d. Waive any and all irregularities in any RFQ or RFQ procedure;
  - e. Add additional terms or modify existing terms in the RFQ;
  - f. Reject or cancel any or all RFQs in whole or in part;
  - g. Reissue an RFQ; and/or
  - h. Procure any item or portion of this RFQ by other means.
- VIII. **COMPLIANCE WITH LAWS:** Development teams shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. The rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. Development teams warrant and covenant to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.
- IX. **PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION:** Information, documentation, and other material in connection with this RFQ or any resulting contracts may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any proprietary information submitted by the Proposers should be marked as such.
- X. **REFERENCE CHECKS:** The City reserves the right to contact any reference to assist in the evaluation of the submittal, to verify information contained in the submittal, and to discuss the development team's qualifications and the qualifications of any subcontractor identified in the submittal.
- XI. **INFORMATION FROM OTHER SOURCES:** The City reserves the right to obtain and consider information from other sources concerning a development team, such as the development team's capability and performance under other contracts.
- XII. **VERIFICATION OF OFFER CONTENTS:** The contents of any submittal are subject to verification. Misleading or inaccurate responses shall result in disqualification.
- XIII. **CRIMINAL HISTORY AND BACKGROUND INFORMATION:** The City reserves the right to conduct criminal history and other background investigations of the lead developer (or other development team entity), its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the development team.

- XIV. **CLARIFICATION PROCESS:** The City reserves the right to contact a development team after the receipt of submissions for the purpose of clarifying information contained therein to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance, or requests for corrective pages in the submittal. An individual authorized to legally bind the development team shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the submittal as non-compliant.

- XV. **DISPOSITION OF OFFERS:** All submissions become the property of the City. At the conclusion of the award/contract process, the contents of all submissions will be in the public domain and be open to inspection by interested parties subject to exceptions provided in the Public Information Act or other applicable law.

- XVI. **RELEASE OF CLAIMS:** By making a submittal, the developer as well as the development team agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the submitter with pertinent information as intended by this RFQ.

- XVII. **PRESENTATIONS AND DEMONSTRATIONS:** The development team's key personnel may be required to participate in a panel interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the development team.

## APPENDIX A

### CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submitting a response to the City of Kemah's (the "City") Request for Qualifications ("RFQ"), the undersigned certifies the following:

1. Unless such information was obtained in compliance with the RFQ, the submittal has been developed independently, without consultation, communication, or agreement with any consultant to the City who has worked on the development of this RFQ, or with any person serving as a member of the evaluation committee.
2. The submittal has been developed independently, without consultation, communication, or agreement with any other proposer or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the submittal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other submitter.

4. No attempt has been made or will be made by the undersigned to induce any other submitter to make or not to make a submission for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between the undersigned and the City that interferes with fair competition or as a conflict of interest.
6. The developer's submission is based solely on its own understanding of the requirements of the RFQ based on the written contents of the RFQ, and any written addenda and written clarifications provided by the City.
7. The submitter acknowledges and agrees that the City is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings which were made at any time prior to or during the selection process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFQ or included by written addenda or written clarifications during the selection process and issued by the City.

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Signature

---

Name and Title

---

Company Name

---

Date

**APPENDIX B**

**LITIGATION DISCLOSURE**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration.**

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

Circle One                      YES                      NO

2. Have you or any member of your firm or development been terminated (for cause or otherwise) from any work being performed for the City of Kemah or any other federal, state or local government, or private entity?

Circle One                      YES                      NO

3. Have you or any member of your firm or development team been involved in any claim or litigation with the City of Kemah or any other federal, state or local government, or private entity during the last ten (10) years? (Including liens for non-payment from suppliers.)

Circle One                      YES                      NO

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