

City of Jamaica Beach

REQUEST FOR QUALIFICATIONS

Qualifications Reference Number: RFQ 2019-3

Project Title: Professional Engineering Services

Qualifications Closing Date: 2:00 P.M.(CST), Wednesday,
September 18, 2019

Original and three (3) copies and one media source required.

*No Proposals submitted after the above deadline will be
accepted.*

Contact: City of Jamaica Beach City Administrator at
shutchison@ci.jamaicabeach.tx.us or 409-737-1142.

TABLE OF CONTENTS

Table of Contents..... Page 1 & 2

Request for Qualifications

(1) Introduction Page 3

(2) Contact Information..... Page 3

(3) General Information..... Page 4

(4) RFQ Withdrawals and / or Amendments..... Page 4

(5) Estimated Quantities..... Page 4

(6) Proposal Submittal Requirements..... Page 4

(7) Proposal Evaluation and Contract Award Page 6

(8) Declaration of Policy..... Page 8

Appendix A – Proposal

(-) Label Format for Submittal Packet’s Sealed Envelope..... Page 8

I. Required Proposal Information:

(1) Proposed Products and / or Services Page 9

(2) Intentionally Left Blank..... Page 9

(3) Term of Pre-Selected Qualified Firms..... Page 9

(4) Proposer’s Experience / Staff Page 10

(5) References Page 11

(6) Trade Secrets and / or Confidential Information Page 12

(7) Federal, State and / or Local Identification Information Page 13

(8) Emergency Business Services Contact Notice Page 13

(9) Cooperative Governmental Purchasing Notice..... Page 14

II. Contract Terms and Conditions:

(1) Delivery of Products and Services	Page 14
(2) Miscellaneous	Page 15
(3) Financial Responsibility Provisions	Page 16
Appendix B – Conflict of Interest Form.....	Page 18
Appendix C – House Bill 89 Verification Form.....	Page 20
Appendix D – Property Tax Statement.....	Page 21
Appendix E – Nepotism Statement.....	Page 21
Appendix F – Non-Collusion Statement.....	Page 22
Appendix G – Document 00435.....	Page 23
Appendix H – No Intent to Submit Form	Page 25
 Appendix I – Scope of Services	
(1) Project Title	Page 26
(2) Scope of Services Contact.....	Page 26
(3) Special Conditions.....	Page 26
(4) Brand Manufacture Reference	Page 42
(5) Key Events Schedule.....	Page 36
(6) Scope of Services.....	Page 36
(7) Qualification Evaluation Factors	Page 41

Jamaica Beach, Texas

Request for Qualifications

1. Introduction

- A. Project Overview: The City of Jamaica Beach is requesting Qualifications with the intent of prequalifying providers for the services contained in Appendix J – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
- i. RFQ Clarifications: All questions related to requirements or processes of this RFQ should be submitted in writing to the City Administrator. Contact information provided in section 2 below.
 - ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix J – Scope of Services.
 - iii. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and posted to City website. All such addenda issued by City prior to the submittal deadline shall be considered part of the RFQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iv. Acknowledgement of Addenda: The Proposer must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal document or the submittal will marked Non-Responsive.
- C. Notification of Errors or Omissions: Proposers shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ)

which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a Request for Qualification or Proposals, correspondence, or other writing related to any potential agreement with the City. If no conflict exists the offeror must mark the form Not Applicable or NA and return with the packet.

- E. Disclosure of Interested Parties Form 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Jamaica Beach. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Jamaica Beach, 5264 Jamaica Beach, Jamaica Beach, Texas 77554

Physical Address: City of Jamaica Beach, 16628 San Luis Pass Road, Jamaica Beach, Texas, 77554

Email Address: shutchison@ci.jamaicabeach.tx.us

3. General Information

A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such

information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

- C. All Proposers are hereby put on notice that if the Proposer is awarded a contract for procurement of goods or services, the City of Jamaica Beach is entering into that contract in its governmental capacity, and not a proprietary capacity.
- D. The City of Jamaica Beach is required to verify, that company does not do business with Iran, Sudan, or any Foreign Terrorist Organization, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153.

4. RFQ Withdrawals and/or Amendments

- A. RFQ Withdrawal: The City reserves the right to withdraw this RFQ for any reason.
- B. RFQ Amendments: The City reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the submittal deadline and will endeavor to notify all potential Proposers that have notified the City Administrator of their intent to submit, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively during the term of the contract from the successful vendor(s).

6. Qualification Submittal Requirements

- A. Submittal Packet – How to submit: All proposals must be submitted in person or by mail at the addresses in Section 2, above. No submittal will be accepted electronically, either by fax or email. Proposals submitted electronically will be marked non-responsive. Submittals shall be sealed and marked clearly with the Request for Qualifications number, Request for Qualifications name, closing date and time, on the outside of the package or envelope. Unidentifiable Proposals will be unopened and marked as non-responsive.
- B. Submittal Packet – Required Contents: All items in this RFQ are considered part of the proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. A Proposal requires an Original signed document, copies, and a media source. Please mark

the Proposals "Original" and "Copy" and label the media source (preferred media is a jump/thumb drive). Please submit the original and correct number of copies indicated on the title page, or Proposal will be marked "Non-responsive". Offerors must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.

- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the title of the Proposal and on page 9 (nine) of Appendix A-Proposal. It is the Offeror's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office shall be the official time of receipt. The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. *The package must be in the order required in the Scope of Services.* The submittal must be written in pen or typed, signatures must be signed in pen, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed in ink by the individual signing the proposal. The City only accepts proposals that are hand delivered or by mail, to the addresses in Section 2 of the proposal documents. No fax or email copies will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Questions regarding proposals must be addressed to the City Administrator shutchison@ci.jamaicabeach.tx.us. The subject line must read **"RFQ 2019-3 Engineering Services"**. The question deadline will be addressed in Appendix J-Scope of Services. Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline.

Questions submitted outside of the office of City Administrator will not be answered and any communication with a User Department prior to award by City Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in Appendix J-Scope of Services.
- I. Validity Period: Once the submittal deadline has passed, any proposal document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

7. Qualification Evaluation and Contract Award

- A. Qualification Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed qualifications, in accordance with Chapter 252 of the Texas Local Government Code, Chapter 2254 of the Texas Government Code, and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City of Jamaica Beach shall be grounds for disqualification.** Vendors shall not contact any City of Jamaica Beach personnel during the proposal process without the express permission from the City Administrator.
- B. Correspondence: All correspondence relating to this proposal, from advertisement to award, shall be sent to the City Administrator. All presentations and/or meetings between the City of Jamaica Beach and the vendor relating to this proposal shall be coordinated by the City Administrator. The City reserves the right to determine which proposal provides the City with the best value and which will be in the City's best interest.

- C. Completeness: If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFQ, the City alone will determine whether the variance is so significant as to render the Proposal non-responsive.
- D. Ambiguity: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFQ requirements and details provided in Appendix J – Scope of Services or Appendix A – Request for Qualifications, the Appendices shall prevail.
- E. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Proposer will be bound thereby.
- F. Additional Information: City may request any other information necessary to determine Proposer’s ability to meet the minimum standards required by this RFQ.
- G. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- H. No Commitment: The Request for Qualifications does not commit the City of Jamaica Beach to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submittal to this request, or to procure or contract for services or supplies.
- I. Protest Procedures: Any actual or prospective proposer who is allegedly involved with the solicitation or award of Proposal/bid/qualification may submit a protest to the decision. The protest must be submitted in writing to the City Administrator within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City Administrator will promptly issue a decision in writing to the protesting party.
 - i. All protest lodged by potential or actual Proposers, contractors or proposers must be made in writing and contain the following information.

- a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or contract number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue (s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been mailed or delivered to all interested parties in the Request for Qualifications process. In the case of Request for Qualifications, the City Administrator shall ask the protestor to mail or deliver the protest to relevant parties.
- ii. The City Administrator has the authority to render the final determination regarding the protest. Any determination rendered by the City Administrator will be final.
- J. Single Proposal Response: If only one proposal or Proposal is received in response to the Request for Qualifications/Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.
- K. Re-Appropriation of Budget Items: The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.
- L. Appropriation of Funds: The City of Jamaica Beach has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
- M. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Jamaica Beach for cause:
- i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or

- ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 - v) If one or more of the events identified in Subparagraphs G i) through iv) occurs, the City of Jamaica Beach may, terminate the contract by giving the successful Proposer seven (7) days written notice of such termination. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - vi) When the contract has been so terminated by the City of Jamaica Beach, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- J. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed prior to termination; to the extent said services are satisfactory.

8. Compliance with State and Federal Historically Underutilized Business (HUB)

- A. It is the policy of the City of Jamaica Beach to stimulate growth of local/regional minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Jamaica Beach contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of county M/WBE's to provide products and services.
 - ii. Increase the opportunities for county M/WBE's to expand their business with the county and other public and private sector business entities.

- B. Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

Appendix A – Request for Qualifications Document

Submittal Checklist: (To determine validity of Proposal)

____Appendix A (pages _8_ through _17_) must be included in the Proposal submittal.

____Appendix B – F (pages_18_ through _25_) all forms must be complete and included in the submittal.

____Appendix I (pages _26_ through _42_) must be included in the Proposal submittal.

All Proposals submitted to the City of Jamaica Beach shall include this page with the submitted Proposal.	
RFQ Number:	2019-3
Project Title:	Professional Engineering Services
Submittal Deadline:	Wednesday, September 18, 2019 @ 2:00 p.m. CST
<p>Submit in person: City of Jamaica Beach City Hall, 16628 San Luis Pass Rd, Jamaica Beach, Texas 77554 or by mail: City of Jamaica Beach City Administrator, 5264 Jamaica Beach, Jamaica Beach, Texas 77554</p>	
<u>Proposer Information:</u>	
Proposer's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	

Phone Number:		Fax Number:	
E-Mail Address:			
<u>Proposer Authorization</u>			
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.			
Printed Name and Position of Authorized Representative: _____			
Signature of Authorized Representative: _____			
Signed this _____ (day) of _____ (month), _____ (year)			

I learned of this Request for Qualifications by the following means:

- | | |
|--|---|
| <input type="checkbox"/> Newspaper Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input type="checkbox"/> Jamaica Beach Website | <input type="checkbox"/> Cold Call to City |
| <input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> Other |
| | <input type="checkbox"/> |

Appendix A – Request for Qualifications (continued)

I. ***REQUIRED SUBMITTAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION***

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.

- C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. Project Schedule/Delivery Date: Project schedule and/or delivery dates will be negotiated between the City of Jamaica Beach and selected firms per the individual project and be included in any resultant contract between the parties.

2. **This section intentionally left blank.**

3. **Term of Pre-Selected Qualified Firms:**

Firms will be pre-qualified for a term of three (3) years from the date of award by the City Council of Jamaica Beach, Texas. The City anticipates a renewal of the pre-qualified list pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included:

- A. Option Clause: It is agreed that City will have the option to extend the list of pre-qualified firms for up to two (2) additional years, in one (1) year intervals. To exercise this option, the City shall serve notice 30 days prior to the end of the third year, or to the end of any one-year extension.
- B. Contracts: Vendors who are pre-qualified are not guaranteed to be selected for any projects by the City of Jamaica Beach. Pre-qualified vendors may be selected on an as needed basis. Vendors selected for projects will be asked for proposals and terms of agreement will be negotiated at the time of selection for a specific project.

4. **Proposer's Experience / Staff**

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder’s business has been established and operating. If Bidder’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: _____; and the number of employees: _____.

D. Project Related Experience: All Bids must include detailed information that details the Bidder’s experience and expertise in providing the requested services that demonstrates the Bidder’s ability to logically plan and complete the requested project.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Jamaica Beach, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

--

Reference #5:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

Confidentiality of Information in Statement of Qualifications: Pursuant to State Law, submittals will be open in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: # _____ - _____ - _____.

D. Dun and Bradstreet Number - Data Universal Numbering System (DUNS):
_____.

E. All vendors contracting with the City of Jamaica Beach are required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by City Council. Registering online is accomplished on the SAM website here: <https://www.sam.gov/portal/SAM/##11#1>.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Jamaica Beach to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to shutchison@ci.jamaicabeach.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Jamaica Beach procurement card (Visa Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFQ from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFQ specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase No, Only the City can purchase.

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Jamaica Beach Attention: Accounts Payable, 5264, Jamaica Beach, Jamaica Beach Texas 77554 or email: shutchison@ci.jamaicabeach.tx.us.
- B.
- C. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- D. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- E. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- F. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- G. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's

responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

- H. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- I. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS. (a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.
- (c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. Miscellaneous

- A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFQ or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. Financial Participation: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

- G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. Authority to Enter Contract – City: The City Administrator is the only person authorized to execute contracts on behalf of the City. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Jamaica Beach. Only the City Administrator may enter into a contract on behalf of the City of Jamaica Beach as authorized by City Council. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City Attorney prior to being signed by the City Administrator, (City's authorized representative).
- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. In the event the contractor violates this non-discrimination clause, such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin.

3. Financial Responsibility Provisions

A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix I) as City may require, naming the City of Jamaica Beach as the additional insured:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Jamaica Beach, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. Indemnity for Intellectual Property: Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. Bond Requirements: If applicable, per the Scope of Services, prior to the commencement of work on this Project, Proposer shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City:
- i. Proposal bonds are required for Proposals over \$25,000.00 in the amount of 5% of the total Proposal amount.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Proposer for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a Request for Qualifications for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Administrator;
3. Board and Commission members and appointed members by the Mayor and City Council;

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a Request for Qualifications or Proposals, correspondence, or other writing related to a potential contract or

- agreement with the City; and
- an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City's website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1. Name of person who has a business relationship with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	

after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix C - House Bill 89 Verification

I, _____(Person name), the undersigned representative of (Company or

Business Name) _____ (hereinafter referred to as Company)
being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270.001:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Jamaica Beach, Texas.

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2019.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL “NON-RESPONSIVE.”

The City of Jamaica Beach, Texas has adopted the following policy:

The City of Jamaica Beach will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Proposer’s Printed or Typed Name

Proposer’s Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR PROPOSAL OR PROPOSAL "NON-RESPONSIVE."

The Proposer or Proposer or any officer, if the Proposer or Proposer is other than an individual, shall state whether Proposer or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Jamaica Beach by completing the following:

If the Proposer or Proposer is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Jamaica Beach

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Jamaica Beach

Name and title of City Official

Or employee: _____

Relationship: _____

If the Proposer or Proposer is **NOT** an individual:

_____ The officers of the company submitting this Proposal or proposal are not related by

blood or marriage to any official or employee of the City of Jamaica Beach.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Jamaica Beach.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART
OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.**

**Appendix G – Document 00435
The City of Jamaica Beach, Texas**

DOCUMENT 00435, REQUIRED BY ALL PROPOSERS WHO WILL RECEIVE FEDERAL FUNDS IN

PAYMENT OF PROCUREMENT.

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

Appendix H – No Intent to Submit Form

If your firm has chosen not to submit a Proposal for this procurement, please complete this form and submit to:

City of Jamaica Beach
5264 Jamaica Beach

Jamaica Beach, Texas 77554

Please check all items that apply:

- Do not sell the item(s) required
- Cannot provide Insurance required
- Cannot be competitive
- Cannot provide Bonding required
- Cannot meet specifications highlighted in the attached request
- Cannot comply with Indemnification requirement
- Job too large
- Job too small
- Do not wish to do business with the City of Jamaica Beach
- Other: _____
- Cannot submit electronically

COMPANY NAME (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____

Fax: (____) _____

You may also email this form to: shutchison@ci.jamaicabeach.tx.us.

Appendix I – Scope of Services

1. Project Title: RFQ 2019-3 Professional Engineering Services.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the City Administrator, Phone. 409-737-1142, e-mail: shutchison@ci.jamaicabeach.tx.us.

3. Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

Per Texas Government Code 2254, Professional Services Procurement Act, a governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award: 1. on the basis of demonstrated competence and qualifications to perform the services; and for a fair and reasonable price. Nor shall the professional fees under the contract may not exceed any maximum provided by law. Therefore, the City of Jamaica Beach is not asking for fees associated with the services. Fees will be negotiated with the most responsible and qualified respondent.

The following are required Federal Clauses that shall be returned with the proposal and are part of the contract documents herein.

**CITY OF JAMAICA BEACH RFQ # 2019-3
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS**

CONTENTS

1. No Government Obligation to Third Parties
2. Program Fraud and False or Fraudulent Statements and Related Acts
3. Access to Records and Reports
4. Equal Employment Opportunity
5. Government-wide Debarment and Suspension (Nonprocurement)
6. Contract Work Hours and Safety Standards Act
7. Lobbying
8. Clean Air
9. Clean Water
10. Procurement of Recycled Materials
11. Department of Homeland Security Logo, Seal, and Flags
12. Compliance with Federal Law, Regulations, and Executive Orders

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE

SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

4. EQUAL EMPLOYMENT OPPORTUNITY

29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

29 CFR § 5.5(b)

- (1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in

which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

7. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____

Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

**10. PROCUREMENT OF
RECOVERED MATERIALS
42 U.S.C. 6962**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(printed name of signatory)

(signature and date)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6B OF THE RFQ.

4. RFQ Evaluation Factors

Emphasis	Factor
40	Project Team Organization & Qualifications
30	Key Personnel
30	Record of Past Performance

5. Brand Manufacture Reference

The City has determined that any manufacturer’s brand defined in the Scope of Services meets the City’s product and support need. The manufacturer’s reference is not intended to be restrictive, and is only descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Proposal is fully noted with the manufacturer’s brand name and model. The City reserves the right to determine products and support of equal value, and whether other brands or models meet the City’s product and support needs.

6. Key Events Schedule

RFQ Release Date	August 21, 2019
Deadline for Submittal of Written Questions	Sept 4, 2019 @ 2:00 p.m. CST
Sealed Proposals Due to and Opened by City	Sept 18, 2019 @ 2:00 p.m. CST
Anticipated Committee Evaluation Review Date	Sept 25, 2019
Anticipated Award Date	October 21, 2019

7. Scope of Services

I. GENERAL INFORMATION: FOR PREQUALIFICATION OF ENGINEERING SERVICES

The scope of work for this project consists of providing post storm/mitigation engineering design services in the various disciplines of engineering for a variety of projects funded by sources which include:

- Community Development Block Grant (CDBG)

- General Land Office (GLO)
- Other Mitigation Related Grants

It is the City of Jamaica Beach's intent to pre-qualify engineering/design firms to be selected on an as needed, project specific basis for the desired engineering services. Firms submitting responses to the Request for Qualifications may or may not be selected for actual design services based on the needs of the City of Jamaica Beach.

A. BACKGROUND

1. General Project Description:

- The engineering services that will be required in the future are for those that are related to evaluating substantial damages after natural and or manmade disasters.
- Post storm/mitigation engineering design services. These projects include water and sewer system upgrades, road reconstruction, drainage improvements and new facilities.
- The City may also need possible engineering services for other projects that may arise that are not currently anticipated under current and future programs.
- The services requested will require the Firm to be licensed to practice engineering in the State of Texas and employ Professional Engineers licensed in the state of Texas. The City reserves the right to select an engineering firm on a specific project basis as determined to be in the best interest of the City.
- The selected engineering firm must have the capability to design a full array of public works type projects including transportation infrastructure systems, water, sanitary sewer, facilities and storm-water management systems in a manner that is functional and cost effective. The selected engineering firm must be able to provide structural / engineering guidance and any necessary design work for municipal structures.
- The selected engineering firm shall be well-versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies

including but not limited to the following: Texas Department of Transportation, General Land Office, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, U.S. Army Corps of Engineers, United States Coast Guard, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency, etc.

- The Engineering firm shall have the capability of performing or subcontracting boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition in support of design services.
- The Engineering firm shall have computer-aided drafting and geographical information system capabilities.
- The Engineering firm may be expected to attend a variety of City meetings, including, but not limited to, planning and zoning meetings, council meetings, meetings of affected property owners, and meetings with city staff and developers.
- The Engineering firm will be expected to provide the City with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the City in printed form, as well as in electronic form to include portable document format and the root file(s).
- The Engineering firm shall assign to the City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.

2. Project Elements:

Selected consultants *may* be requested to provide engineering to develop preliminary and/or final design for identified projects. The selected consultants will be required to work closely with the City Administrator in developing project deliverables which can be readily implemented.

3. Noted Project Issues:

- It is of the utmost importance for the selected firm to be able to complete this project within the timeframe agreed upon with the City Administrator.
- **The City may pre-qualify multiple consultants.**
- Consultant firms will be eligible for selection for projects after prequalification by City Council.
- Firms may be selected based on discipline-specific qualifications.

B. PRELIMINARY SCOPE OF WORK

The City of Jamaica Beach is requesting qualifications for professional engineering services to complete the deliverables for a variety of post storm/mitigation projects. The selected firms must demonstrate that they are qualified, capable, and competent to provide the following services:

- a. Preparation of surveying and environmental deliverables in support of design.
- b. Preparation of completed detailed construction plans and specifications for a given project.
- c. Cognizant of and application of design criteria accepted by the City of Jamaica Beach. Ability to provide these services within the timeframe indicated.
- d. Ability to provide these services within the budget established during negotiation of the scope of work.
- e. At any time during the effective period of this SOQ, whether before or after selection, changes to the key personnel shall be made in writing to the City Administrator. Failure to notify the City and receive confirmation of such change may render the firm ineligible.
- f. All responding firms will be evaluated for the ability to provide one or more of the following services and may be pre-qualified by the City in one or more areas of expertise as noted below:
 1. Street/Paving Design Engineering.
 2. Drainage Design Engineering.
 3. Water Utility Distribution System and Water Loss Control Design Engineering.

4. Sewer Utility Collection System and Infiltration and Inflow Control Design Engineering.
5. Wastewater Treatment Facilities.
6. Structural (including damage assessment) Engineering.
7. Electrical Engineering.
8. Geotechnical Engineering and Materials Testing Engineering.
9. Construction Engineering Management.
10. Facilities Engineering.

II. CLARIFICATION OF THE RFQ

Questions concerning this Request for Qualifications shall be directed via electronic mail to:

Jamaica Beach City Administrator
e-mail address: shutchison@ci.jamaicabeach.tx.us

****The Subject Line should read: RFQ 2019-3 Engineering
Question must be received by 2:00 PM September 4, 2019**

The City Administrator will be the sole point of contact for questions related to this RFQ. Contact with any City employee or elected official regarding this RFQ during the submission and selection process, other than the party specifically designated above, will be grounds for disqualification from consideration. Questions will not be answered over the telephone. Answers to questions will be posted on the City of Jamaica Beach website as an addendum.

III. INSTRUCTIONS FOR RESPONDING TO CITY OF JAMAICA BEACH RFQ

THE FOLLOWING ITEMS MUST BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS IN THE FOLLOWING ORDER.

1. Required Contents. The ideal firm should have extensive experience in municipal engineering as detailed in the Scope of Services. The qualifications and commitment of the key personnel assigned is critically important in the prequalification of a firm. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
 - b. Table of Contents - clearly identify what part of the RFQ is being addressed in each section of the submittal.
 - c. All required forms provided in the RFQ.
 - d. Statement of Project Understanding.
 - e. Location of Office(s) at which work will be performed.
 - f. A description of the candidate firm, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the City, etc.
 - g. A statement indicating how the candidate envisions being able to provide services to the City of Jamaica Beach and a demonstrated understanding of the high expectations of the City and its residents.
 - h. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services
 - i. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
 - j. Resumes of Key Personnel who will be assigned to provide services to the City of Jamaica Beach and who have the experience and level of expertise required along with current license numbers of Texas Registered Professional Engineers who will be responsible for leading the design team in their area of expertise with a statement committing the aforementioned staff.
 - k. Listing of current and relevant projects relation to similarities of City of Jamaica Beach.
 - l. List of current municipal and related clients for engineering services.

- m. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
 - n. Five references (past or current clients). Firms shall provide contact information for at least five municipal client references specifying entity name, address, services provided, contact person, and telephone number. You may use the form in the Request for Qualifications or your own format.
 - o. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2010, to present.
2. The purpose of this RFQ for the City of Jamaica Beach is to obtain services as specified in and anticipated by this RFQ. VARIATIONS FROM THE REQUEST MUST BE NOTED BY A SUBMITTER IN ITS RESPONSE. ABSENCE OF NOTED VARIATIONS WILL BE INTERPRETED TO MEAN THE SUBMISSION IS IN EXACT ACCORDANCE WITH THE RFQ SPECIFICATIONS, CONDITIONS, TERMS, AND PROVISIONS.
 3. Detail in your submission any EXCEPTIONS your firm may have regarding this RFQ or the contract to be awarded pursuant to the RFQ and explain why the exceptions should apply.
 4. Approval of variation offered by a firm or individual remains with the City and in all cases the City's decision is final. In the event a variation is not accepted by the City, the submitter may be allowed to offer services in lieu of variations which explicitly meet the specifications, conditions, terms, and requirements of this RFQ.
 5. Opened SOQ. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.
 6. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms,

conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

7. Submit one original and three copies of the SOQ and one media source. Proposals must be on 8.5" x 11 paper and must be spiral or comb bound. (no binders).

IV. EVALUATION OF SOQS

Upon receiving the SOQs, a Selection Committee will be established by the Engineering Department. The proposal will be evaluated utilizing the following criteria:

A. Pass/Fail Criteria

SOQs not in compliance with the following pass/fail criteria will not receive additional consideration.

1. Compliance with the provisions of the requested information as stipulated in this RFQ.
2. Avoidance of personal and organizational conflicts of interest as prohibited by state and local law.

B. Scoring Criteria

SOQs which comply with the above criteria will be evaluated based on consideration of the criteria below.

Statement of Qualifications will be opened so as to avoid disclosure of contents to competing offerors, and kept confidential during the process of subsequent negotiation when selected for a specific project. However, all Qualifications shall be open for public inspection after award, except for trade secrets and confidential information contained in the Qualifications and identified as such. Qualifications will be evaluated and award made on the basis of the following factors:

<u>Project Team Organization and Qualifications</u>	<u>Weight</u>
a. Firm's relevant background	40
b. Publications and Accomplishments	

- c. Active involvement in engineering societies
- d. Sensitivity to schedule and quality

Key Personnel 30

- a. Background and experience of project manager
- b. Background and experience of firm's key project personnel
- c. Project manager's experience with similar projects
- d. Number of similar projects designed and constructed
- e. Capacity and Capability

Record of Past Performance 30

- a. Feedback of references
- b. Past experience with the City of Jamaica Beach or other coastal cities
- c. Demonstrated effective communication with previous clients and the public
- d. Value engineering

V. EVALUATION/SELECTION PROCESS

Negotiation may be conducted with responsible offerors who submit Qualifications determined by the Purchasing Supervisor to be responsive and merit being selected for award. All offerors will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of Qualifications. Revisions to Qualifications may be permitted after submission and before award for the purpose of obtaining best and final offers in the event a firm is selected for any specific design project. Please note the following:

- i. Any oral negotiations must be confirmed in writing prior to award.
- ii. Award may be made without negotiation of Qualification with any offeror.

- iii. Cost and/or Pricing Data may be required to be submitted after pre-Qualification, but only subsequent to selection of the firm for any specific City project.

VII. ADDITIONAL INFORMATION

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Jamaica Beach and the firm selected. The City reserves the right to waive any informality in the SOQs submitted and in other areas of the procurement process.

* The City reserves the right to consider modifications to SOQs prior to the award of the contract, and to reject any and all SOQs as a result of the RFQ. The City is not liable for cost incurred by the respondents prior to contract award.

* Submitter reserves the right to remove the firm from the Prequalification List at any time by providing notice to the City of Jamaica Beach, City Administrator.