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# Jamaica Beach, Texas

## Request for Qualifications

### 1. Introduction

- A. Project Overview: The City of Jamaica Beach is requesting Qualifications with the intent of selecting a qualified firm to provide 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](mailto: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 14 (fourteen) 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](mailto:shutchison@ci.jamaicabeach.tx.us). The subject line must read "**RFQ 2019-4 Operation & Management of Municipal Utilities**". 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 protester 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 \_10\_ through \_21\_) must be included in the Proposal submittal.

\_\_\_\_\_Appendix B – H (pages\_21\_ through \_28\_) all forms must be complete and included in the submittal.

\_\_\_\_\_Appendix I (pages \_29\_ through \_45\_) 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:	2019-4
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Project Title:	Operation & Management of Water and Wastewater System and Wastewater Treatment Plant		
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>			
<p>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.</p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____(day) of _____(month), _____(year)</p>			

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 Selected Qualified Firm:**

Any contract resulting from this RFP shall be effective for Twenty-four months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City

- A. Option Clause: The following clauses shall be included in the contract: It is agreed that City will have the option to extend the contract of qualified firm for up to three (3) 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:	

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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):  
\_\_\_\_\_.

## 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](mailto: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:

- 1 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;
  
- 2 Commercial General Liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 1985 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property , in any one occurrence, in amounts of:
 

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, Comp/Ops Aggregate
\$1,000,000	aggregate Personal Injury/ Advertising Liability

- 3 Business Automobile Liability coverage on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form promulgated by the Insurance Services Office applying to owned, non-owned, non-owned and hired automobiles, with limits of \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - 4 Property insurance covering damage to City's property caused by COMPANY' fault or negligence while such property is in COMPANY' care, custody and control. COMPANY shall be responsible for payment of any deductible under COMPANY' property insurance policy. COMPANY shall require subcontractors working on behalf of COMPANY to maintain the same insurance, in amounts of \$1,000,000 each occurrence.
  - 5 Umbrella Excess Liability insurance that follows the form of the underlying primary liability insurance required by this Agreement, with limit of \$1,000,000 each occurrence combined single limit.
  - 6 Pollution Coverage with limits of \$5,000,000 each claim/annual aggregate.
  - 7 Professional Liability insurance covering errors and omissions in the professional services performed on behalf of the City, with limits of \$1,000,000.
- 
- 8 **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.

- 9 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](http://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
2. 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 City 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 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.

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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).

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. *See* Section 176.006, Local Government Code.

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.

**OFFICE  
USE  
ONLY**

Date  
Received

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

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**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 voluntary 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:

- |   |   |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required                               | <input type="checkbox"/> Cannot provide Insurance required              |
| <input type="checkbox"/> Cannot be competitive  | <input type="checkbox"/> Cannot provide Bonding required                |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large  | <input type="checkbox"/> Job too small                                  |
| <input type="checkbox"/> Do not wish to do business with the City of Jamaica Beach      | <input type="checkbox"/> Other: _____                                   |
| <input type="checkbox"/> 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](mailto:shutchison@ci.jamaicabeach.tx.us).

## Appendix I – Scope of Services

1. Project Title: RFQ 2019-4 Operation & Management of Municipal Water and Wastewater System and Wastewater Treatment Plant.

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](mailto:shutchison@ci.jamaicabeach.tx.us).

3. Key Events Schedule

RFQ Release Date	August 21, 2019
Pre-Proposal Facility Tour	August 28, 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
Anticipated Contract Operations Begin (month)	December 2019

**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.

#### **4. BACKGROUND AND GENERAL INFORMATION**

The City of Jamaica Beach (“the City”), a Texas General Law located on Galveston Island in Galveston County, Texas is soliciting qualifications from qualified and interested firms for the complete management and operation of its municipal water and wastewater collection, treatment and disposal system located within the city limits.

The City is a fully developed bedroom community with a community makeup of approximately 90 percent residential and 10 percent commercial customers. No industrial waste is generated or treated within the utility systems.

##### **4.1 Environmental Impact**

It is the intent of the City to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, municipal need, availability, and sound financial considerations. Please note that the System is in an environmentally sensitive geographical area, which may be subject to more stringent requirements and regulations to protect the environment.

#### **5. Scope of Services**

##### **5.1 Description of Systems**

###### **City of Jamaica Beach System**

The City system consists of a water main distribution system, a wastewater treatment plant, lift stations, collection and distribution systems, and water meters that are AMR (Automated Meter Read). There are currently approximately 1,286 connections. The City purchases water from the City of Galveston, TX. As mentioned above, the City is responsible for maintaining water-mains only.

###### Wastewater Treatment Plant

The wastewater treatment plant is located at 16611 Marina Drive, Jamaica Beach, TX 77554, It is regulated by TPDES Permit WQ0011033001. It is an activated sludge plant with a capacity of 360,000 gallons per day. Average daily flow is 18,000gpd with peak flows of 50,000gpd. The facility consists of the following components:

- Aeration Basin
- Clarifiers (2)

- Chlorine Contact Chamber
- Chlorine Gas Disinfection Feed System
- Aerobic Digesters (2)

The City system also has the following lift stations:

- Lift Station #1: Blackbeard @ City Hall
- Lift Station #2: Bob Smith @ City Park
- Lift Station #3: Bob Smith @ Flamingo Dr.
- Lift Station #4: Jamaica Inn @ Jamaica Cove
- Lift Station #5: Jolly Roger @ Barbados
- Lift Station #6: Jolly Roger @ Anchor Way
- Lift Station #7: East Bayside Way

### Other

There are existing sewer collection lines and water distribution lines. In addition, there are numerous water meters, water and sewer service connections, grease traps, backflow preventers, valves and fire hydrants.

## **5.2 Contractor Scope of Services**

### **5.2.1 General**

The City is requesting proposals from qualified providers interested in providing operation and maintenance services for the water and wastewater system. The City seeks a Proposer to provide all of the management, staff, equipment, materials, and supplies required to efficiently and cost effectively manage, maintain and operate the System in compliance with the Permit and all applicable laws and regulations. The successful contractor will be capable of providing the services described below. The final award of this bid is subject to the successful negotiation of a mutually agreed Operations and Maintenance Agreement (the "Operating Agreement") as further described in section 4.6 below.

The Proposer shall provide the specified service requirements in accordance with all applicable local, federal and state laws, standards, rules, and regulations necessary to perform the services including, but not limited to applicable provisions of:

- Texas Local Government Code Title, 13, Water and Utilities, Chapter 552, Municipal Utilities
- Texas Health and Safety Code, Title 5, Sanitation and Environmental Quality, all relevant sections.
- Texas Water Code.

All other relevant federal, state, local, or special district, laws, rules, regulations, and ordinances. The Proposer shall maintain all required licenses and certifications throughout the term of the contract. When required the Proposer shall furnish the City satisfactory proof of its compliance.

The Scope of Services shall be categorized into a) Base Services, b) Repairs, and c) Additional Services.

### **5.2.2 Base Services**

5.2.2.1 The Licensed Contractor will be responsible for assuring that water and wastewater is stored, treated, conveyed, and discharged in accordance with all Permits and all other applicable federal state and local laws governing such actions.

5.2.2.2 The contractor will be required to maintain and operate (1) independent water system and one (1) independent wastewater system.

5.2.2.3 Staff the Project with a sufficient number of certified, qualified employees, including management and operational, meeting all relevant State of Texas requirements and certifications regarding water and wastewater treatment operations and maintenance, and are capable and demonstrate experience necessary to operate and maintain the facility. COMPANY shall designate, as a minimum, one staff member as on-call to respond to alarms and emergency calls 24 hours per day, 7 days per week, within forty-five (45) minutes of its occurrence. The Contractor shall be responsible for the operation and maintenance of the System primarily through the use of its own employees but may subcontract with individuals or other entities for discrete tasks or responsibilities subject to the City's approval in writing of any such subcontracts. All bids for materials, supplies, and services by the operator shall be prepared and solicitations be performed under the same public procurement laws and regulations governing the City. The COMPANY shall perform with a minimum of active participation by the City and so as to provide retail water and sewer service to authorized System users within the Jamaica Beach Service Area, all as required by, and subject to the provisions of the Operating Agreement. However the City reserves the perpetual right to inspect the operations, and any and all facilities, books, records, and activities of the Contractor related to the Systems.

5.2.2.4 The Contractor shall be responsible for all sampling, inspection and reporting required by the Permit; however, except in case of emergency, no reporting shall be submitted to any regulatory authority without the City's review and approval. In case of emergency, all reasonable attempts shall be made to contact the City representatives before filing any regulatory reports. In addition the Contractor shall also track and report to the City any issues arising from service to the users. After reporting to the City and with the City's consent, the Contractor will respond to the System users.

5.2.2.5 Pay all costs incurred in normal Project operations except as otherwise included Section 5.3, City's Responsibilities, of the RFQ document.

5.2.2.6 All data collected in the operation and maintenance of the plant shall be electronically recorded and maintained on one or more computer databases, including: telemetry and other flows measurements (influent, effluent and disposal volumes); sampling and testing data; inspection records; rainfall data; customer complaints; and other customer contacts; regulatory agency contacts and correspondence; maintenance records (including preventive maintenance); equipment and supply purchases, use and inventory; hours on location; and operator's records of any other operational activity for the System.

5.2.2.7 Perform Preventive Maintenance for the Project. Corrective maintenance is covered under, "Maintenance, Repairs, and Replacement".

5.2.2.8 Field services related to customer service. This includes such items as water quality complaints, service connections (5per month), service disconnections (5per month), and low pressure investigations. COMPANY to show monthly base fee excluding monthly meter reading activities. However, COMPANY will be expected to provide an alternative bid with monthly meter reading activities using City owned AMR system. The City, at its sole discretion, shall inform COMPANY if monthly meter reading activities are required. The City shall provide 30 days notice that monthly meter reading activities must take place in order for COMPANY to plan accordingly. In any event, COMPANY will provide field services related to customer service. The COMPANY shall take into account the positive impact due to the AMR technology installed.

5.2.2.9 WWTP/Lift Station Maintenance. At least semi-annually, COMPANY shall pressure wash; remove and dispose of accumulated solids, debris, and grease from each of the City's seven (7) lift stations and headworks at WWTP.

5.2.10 Fire Hydrants. COMPANY shall inspect the System fire hydrants each year and a written report shall be submitted to the City. COMPANY shall make recommendations regarding repairs or maintenance needed; provided, however, any non-working fire hydrants shall immediately be repaired. A written report shall be submitted to designated fire department as requested by the City.

5.2.2.11 Make timely recommendations for Capital Improvements in writing for capacity expansion, operational improvement, regulatory compliance, and safety improvement to the City for inclusion into the City's Capital Improvement Plan.

5.2.2.12 Maintain aesthetics of the facilities:

In general, maintain all facilities in a clean, neat, and orderly fashion

- Administrative and other occupied spaces shall be kept clean, dry, and habitable
- Other spaces and floors shall be free of chemicals and debris.
- Equipment, tools, and material will be properly stored

- Trees and shrubs shall be kept trimmed, grass shall be maintained, and other grounds shall be free of noxious weeds

5.2.2.13 Place at each permanently staffed Project facility, a copy of Company's Corporate Safety Program and provide all employees training specific to this Program, within forty-five (45) calendar days from the effective date of this Agreement.

5.2.2.14 Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, Company shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.

5.2.2.15 Maintain all manufacturer's warranties on new equipment purchased by the City, and will assist the City in the enforcement of all existing equipment warranties and guarantees.

5.2.2.16 Operate all facilities such that odor, noise and other negative effects shall be controlled and that adjacent neighborhoods and property owners are not disrupted within the design capacity and capability of the facilities.

5.2.2.17 Provide the City a full accounting of all expenditures at intervals and in sufficient detail as specified by the City and shall assist the City in preparation of an annual operating budget.

5.2.2.18 Allow the City to conduct or have conducted audits of all accounting related to the Project at a time determined by the City.

5.2.2.19 The Licensed Contractor shall not be required or allowed to accept into the System wastes or other materials of any kind except as authorized by the Permit and discharged into the System through connections approved by the City of Jamaica Beach.

5.2.2.20 The System shall be operated at all times in compliance with the Permit, the Operating Agreement, and all other applicable federal state and local laws.

5.2.2.21 Prepare and submit to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified herein. Company shall comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Facilities.

5.2.2.22 Provide for the disposal of screenings, grit, scum, sludges, and biosolids to existing disposal sites.

- 5.2.2.23 Coordinate the purchase and delivery of all chemicals necessary. The Contractor shall work with the City to leverage purchasing advantages including such items as cooperatives and interlocal agreements.
- 5.2.2.24 Perform all laboratory testing and sampling currently required by State and EPA regulations. Perform sufficient process control testing and sampling to ensure compliance.
- 5.2.2.25 Provide and document all Repairs and Preventive Maintenance including expenditures for the Water Facilities and provide the City with a weekly work activity report.
- 5.2.2.26 Provide computerized maintenance, process control and laboratory management systems for the Project. City shall have the right to inspect these records during normal business hours. The maintenance program will include the documentation of spare parts.

5.2.2.27 Provide a written monthly report to the City of sufficient detail to fully explain all operations and maintenance activities for the month. This report must be submitted to the City by the 10<sup>th</sup> of every month.

### **5.2.3 REPAIRS**

5.2.3.1 The labor and equipment fees for the following services, where applicable, are set forth in the Utilities Operation & Management Price Proposal (which is to be completed by proposing COMPANY), a copy of which will be included as Attachment “A” in any future Operating Agreement resulting from this RFQ process.

5.2.3.2 COMPANY shall provide personnel, tools and equipment to perform Repairs and Replacement on the System facilities and equipment as authorized by the City.

5.2.3.3 Repair. COMPANY shall provide personnel and equipment to perform repairs on facilities, equipment, plant, lift stations, collection and distribution systems as authorized by the City including, but not limited to:

- Service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, repair of pumps, motors, valves and other equipment or facilities.
- Calibration and servicing of instrumentation, control systems and other equipment.
- Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.

5.2.3.4 Replacement. COMPANY shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the City for any guarantees or warranties offered by others in connection with such equipment or facilities. COMPANY agrees to make reasonable efforts to obtain for and assign to the City the normal guarantees or warranties associated with any replacement equipment.

5.2.3.5 In an effort to reduce costs, COMPANY shall attempt to schedule and perform these services during normal working hours, excluding holidays and weekends. Non-emergency work shall not be billed on an overtime rate unless prior approval is obtained from the City.

5.2.3.6 Expendable Items. COMPANY shall, at their own expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items used at the System facilities.

5.2.3.7 Emergency Response. COMPANY shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week and 365 days per year. Emergencies shall include, but not be limited to, water leaks, water line breaks, loss of water pressure, degradation of water quality, blockage in the sewage collection system, lift station or wastewater plant malfunctions that could result in regulatory or permit excursions, any response requested by the City or its representative or response to insistent resident concerns when necessary to maintain good City relations.

5.2.3.8 Materials and Supplies. COMPANY shall be paid for all materials and supplies used to provide services under this Agreement.

#### **5.2.4 Additional Services**

The City may request additional services to be performed by the COMPANY. The fees and frequencies for these Additional Services shall be included in the Operations Agreement. Additional Services may include, but are not limited to, the following items:

- Cleaning and televising of sewer lines.
- Water meter installation or replacement
- Customer Service Inspections
- Backflow Prevention Inspections
- Grease Trap Inspections
- Fire hydrant, valve, manhole and sewer line infiltration/inflow surveys consisting of on-site visual inspection of facilities, smoke testing and video monitoring (TV inspection) as appropriate. Perform or participate in the rehabilitation of the sewer system to correct defects discovered by the infiltration/inflow survey.

#### **5.3 City Responsibilities**

5.3.1 Provide a project manager and/or oversight committee to facilitate Operator activities in operating and maintaining the System. That manager or Project Management Committee will oversee the contractor's performance of and compliance with the Operating Agreement.

5.3.2 Provide responsive advice and counsel to facilitate the Proposer's efforts.

5.3.3 Provide access to files and information.

5.3.4 The City will have the right, but not the obligation to perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between the City and the Proposer.

5.3.5 All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by City shall remain the

exclusive property of City unless specifically provided for otherwise in this Agreement. City shall maintain and renew, all warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City for such property, to the extent the maintenance thereof is not a responsibility of COMPANY hereunder.

5.3.6 The City shall make the necessary capital improvements to provide for capacity increases, operational improvements, regulatory compliance, and safety. Any loss, damage or injury resulting solely from City's failure to make capital improvements when reasonably requested by COMPANY shall be the sole responsibility of City.

5.3.7 The City shall pay all taxes associated with the ownership, occupancy, or operation of the Project including but not limited to all excise, *ad valorem*, property, and franchise taxes. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. The City shall not be responsible for any taxes imposed upon the activities performed by COMPANY in connection with the contractor scope of services outlined above, including but not limited to net income and/or payroll taxes for COMPANY employees.

5.3.8 The City shall provide all meter reading services, as well as all customer billing and collection services.

5.3.9 The City shall pay for all electrical power costs associated with the Project. COMPANY shall use reasonable efforts to minimize power consumption of the Project through operational efficiency. COMPANY shall be responsible for recommending energy conservation programs or plans, which the City may, in its sole discretion, implement if they require significant capital investment.

5.3.10 The City shall pay for all sludge hauling and disposal costs directly. COMPANY shall coordinate and schedule all sludge hauling and disposal activities.

5.3.11 City will provide to COMPANY all data in City's possession relating to the Project. COMPANY will reasonably rely upon the accuracy and completeness of the information provided by the City.

## **6 PROPOSAL REQUIREMENTS AND FORMAT**

### **6.1 Minimum Contractor Qualifications**

6.1.1 The Proposer shall be engaged in the business of providing similar water & wastewater operations and maintenance services for a minimum of three (3) years within the most recent seven (7) years. Recent start-up businesses may not meet the requirements of this solicitation at the exclusive option of the City. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.

6.1.2 Have experience working with federal, state, or local governmental entities providing services similar in size and scope.

6.1.3 Be in good financial standing and current in payment of all taxes and fees.

## **6.2 Proposal Format**

### **6.2.1 Section 1 - Cover Letter and Executive Summary**

6.2.1.1 The cover letter shall be limited to two (2) pages and, as a minimum, include the following:

RFQ response due date

Respondent's (company) name

Proposer's contact name and telephone number

6.2.1.2 The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed operation. The executive summary shall be limited to five (5) pages.

### **6.2.2 Section 2 - Statement of Qualifications**

6.2.2.1 Company Qualifications and Experience: The Proposer shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Proposer shall describe its qualifications as well as the qualifications of Proposer's major subcontractors, referencing specific similar projects that have been deployed by the Proposer. This section shall be limited to five (5) pages, not including project resumes, and shall include:

6.2.2.2 Name, address, phone number, and email address of the person that the City should contact with any questions regarding the response submission.

6.2.2.3 A description of related or similar services performed for three (3) years within the last seven (7) years. Specify the Proposer's particular tasks performed and role, whether as a subcontractor or prime contractor; whether as the project implementer or project manager overseeing implementation by another Proposer. Each project identified by the Proposer shall identify the Proposer's Project Manager, a brief description including scope, system functionality, and project dates. Provide information related to the number of personnel dedicated to the reference project.

6.2.2.4 If the Proposer's Statement of Qualifications demonstrates three (3) years of similar services performed within the last seven (7) years their response will be further evaluated. Proposers that do not demonstrate that they meet the qualification criteria shall provide justification as to why their proposal should receive further consideration.

6.2.2.5 A summary of experience managing related or similar services of comparable size and scope to the services within the solicitation.

6.2.2.6 References: The Proposer shall submit a minimum of five (5) references to substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Proposer's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed.

### **6.2.3 Section 3 - Technical Proposal**

#### **6.2.3.1 Operations Plan**

The Proposer shall provide a detailed description of the service delivery proposal for satisfying the scope of work outlined in Section (5) Scope of Services, describing how each of the requirements of the Scope will be accomplished and by whom.

The Proposer shall describe its approach and ability to meet all of the operations and maintenance requirements, including a description of its resources and plans for routine maintenance and record keeping to prevent malfunctions and to maintain manufacturers' warranties.

Based on its experience and expertise, the Proposer may include other elements of operation and maintenance not expressly described in this RFQ, with a statement of why it believes that such elements are necessary or advisable to achieve the required proper operation and maintenance of the System.

#### **6.2.3.2 Staffing Plan**

The Proposer shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors.

This plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to this project during the contract term.

The plan should include the total number of hours, by day and by week, that the contractor will provide personnel onsite to routinely operate and maintain the System, and what back-up personnel will be available in case of emergency.

The Proposer shall not prohibit the employees assigned to this project from becoming City employees.

#### **6.2.3.3 Key Personnel**

The Proposer shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subcontractors who will be part of the Proposer's personnel providing the service. Each personnel profile shall include:

- Individual's name and title
- Education
- Description of qualifications and experience for the last five (5) years

The Proposer shall provide personnel profiles for each of the following key personnel positions:

- Chief Executive Officer or owner of the proposing company.
- Program or Project Manager who shall have a minimum of five (5) years of experience within the last eight (8) years in program management for similar services. Required Certifications shall be identified if responsible for day-to-day operations.
- Superintendent, who will be responsible for on-site daily operations.
- All others who will be on-site and performing services, including their names, experience, certifications, and qualifications.
- Quality Assurance Manager. Provide name, qualifications. And personal experience, of the person who shall have daily responsibility for quality assurance.

#### 6.2.3.4 Quality Assurance Plan

The Proposer shall describe their methods and processes used to ensure quality deliverables in no more than two (2) pages. The Proposer shall provide a comprehensive, continuous, and measurable quality assurance program.

Describe the policies and procedures to periodically measure and report quality performance to the City throughout the term of the contract.

#### 6.3.3.5 Continuity and System Disaster Preparedness Plan

The Proposer shall submit a business continuity and system disaster preparedness plan describing how they propose to meet the specifications in the event emergency conditions interrupt, or threaten to interrupt service delivery. The plan shall detail the Proposer's emergency operations, and the back-up and recovery process to cover natural or other conditions that may impede normal operations.

### 6.3.4 Price Proposal

The Proposal shall include the following components:

#### 6.3.4.1 Base Services

The monthly cost to perform the Base Services shall be presented. Include any assumptions that are materially different than the services presented in this RFQ.

#### 6.3.4.2 Rate Schedules

Provide rate schedules for repairs and any potential Additional Services that are anticipated.

#### 6.3.4.3 Subcontractor Markups

Provide an explanation of the markup that will be placed on any subcontractors that are utilized, as well as any materials that are purchased.

### 6.3.5 Appendices

The Proposal as outlined above will be supplemented by a number of documents and materials to be included in these additional appendices. The required additional appendices are shown below:

Appendix AA: Two page resumes for any proposed key management or supervisory personnel.

Appendix BB: Proposer's registration with TCEQ to perform water and wastewater operations services.

Appendix CC: The Proposer shall submit the most recent audited financial statements. If audited financial statements are unavailable, unaudited financial statements shall be submitted and certified as true, correct, and accurate by the chief financial officer or treasurer of the Proposer's company. Additional information demonstrating financial stability and ability to meet the financial responsibilities for the requirement to perform this service must be included.

Appendix DD: Statement from insurance carrier verifying that Proposer is presently insured to the limits established in this RFQ.

### 7.1 Pre-Proposal Conference

A MANDATORY pre-proposal conference and facility tour will be held on August 28<sup>th</sup>, 2019 at the City Hall at 16628 San Luis Pass Rd, Jamaica Beach, Texas 77554 starting at 10am. The purpose of the conference is to answer questions regarding the system as well as the RFP. All companies interested in submitting a response should contact Sean Hutchison at [shutchison@ci.jamaicabeach.tx.us](mailto:shutchison@ci.jamaicabeach.tx.us) or (409)737-1142 not later than 12:00pm on August 23, 2019 to indicate your interest in attending the conference and how many people will be attending. Responses to questions submitted in accordance with the above may be distributed at this time if available, and a tour of the existing facility will be offered. No additional Statement of Work questions will be entertained during the tour. The ONLY questions permitted at this meeting shall be questions of an administrative nature concerning the solicitation and construction of the response.

### 7.2 Evaluation of Proposals

7.2.1 Each proposal will be evaluated based on best value to the City and its ratepayers.

7.2.2 Proposers shall not contact members of the evaluation team.

7.2.3 The Proposer's qualifications will initially be scored on a pass/fail basis. It is the Proposer's obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Proposer's qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Proposers that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be evaluated.

7.2.4 Responses will be evaluated and ranked based on the following scale:

Company Qualifications and Experience: 30 percent

Experience: 20 percent.

References: 5 percent

Financial Information: 5 percent.

Technical Proposal including Transition Plan: 40 percent

Operations Plan: 30 percent

Key Staff: 10 percent

Price Proposal: 30 percent

7.2.5 The response may be disqualified if the City is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if the City receives negative responses. The City will be the sole judge of references.

### **7.3 Award**

Jamaica Beach City Administrator will submit a recommendation to the City Council regarding approval of the proposal determined to provide the apparent best value to the City. The City Council may approve or disapprove the recommendation, and if approved, will authorize the City Administrator to negotiate with the apparent best value Proposer.

Negotiated contract will be submitted to the City Council for ratification and award, and may be subject to the successful completion of negotiations or any other conditions identified in the RFQ or by the Council. The City will attempt to negotiate the Operating Agreement with the apparent best value Proposer. If an agreement satisfactory to the City cannot be negotiated with that Proposer, or if in the course of negotiations, it appears that the proposal will not provide the City with the overall best value, the City will formally end negotiations with that Proposer and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFQ and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Proposer.

### **7.4 Type of Award**

7.4.1 Single Award: One agreement shall be awarded to a single Proposer.

### **7.5 Pre-Award Meeting**

The highest ranked proposer(s) shall be required to attend a pre-award meeting in Jamaica Beach, Texas, with the City staff within ten (10) calendar days after notification. The purpose of the meeting is to discuss the terms and conditions negotiate the Operating Agreement, and to provide additional information regarding the System. Failure to attend this meeting shall be adequate for the City to dismiss the highest ranked proposer, and begin negotiations with the next highest ranked proposer. Time is of the essence of this

solicitation, and an operator must be contracted and available to assume operations no later than November 11, 2019.

## **7.6 Operating Agreement**

7.6.1 The City will attempt to negotiate an Operating Agreement with the most highly qualified proposer that sets forth the duties and responsibilities of the parties with respect to the operation and maintenance of the System including: the tasks described in this RFQ; the term and termination of the Agreement; Force Majeure, the operator's indemnification and insurance requirements, and the operator's performance bond. If negotiations are successful, execution of the final Operating Agreement is contingent upon and subject to approval by the City Council of Jamaica Beach. Furthermore, the statements in this RFQ neither dictate the contract terms nor bind the City, its attorneys or its staff, in its negotiation, drafting or final approval of the Operating Agreement.

7.6.2 Termination for Convenience: A termination for convenience clause shall be included in the Operating Agreement. Except as otherwise provided in the final Operating Agreement, the City, by written notice to the operator, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Contractor shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state: 1) termination date; and 2) continued portion of the Contract to be completed, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

7.6.3 Rights After Termination: Except as specifically provided for in the Operating Agreement, all rights and obligations of the parties to one another that have not accrued before termination shall terminate with the Operating Agreement.

7.6.4 Performance Bond: The Operating Agreement shall include provisions requiring the operator to provide a performance bond.

# UTILITIES OPERATION & MANAGEMENT PRICE PROPOSAL

**A1. COMPANY shall submit a monthly invoice to the City by the 20<sup>th</sup> of each month for its services in the previous month. All compensation to COMPANY is due on receipt of COMPANY's invoice and payable within thirty (30) calendar days.**

**A2. The Base Fee shall consist of the following components:**

**1) Base Monthly Fee - Water Utility Operation & Management (Daily Residual Monitoring and Reporting, limited customer field services included in base fee, and Annual Fire Hydrant Inspections (52 hydrants):**

**\$ \_\_\_\_\_**

**2) Base Monthly Fee - Water Utility Operation & Management includes all of the items listed above to include monthly meter reading activities using City ARM system:**

**\$ \_\_\_\_\_**

**3) Base Monthly Fee – Wastewater Utility Operation & Management (Plant and Lift-Station Operations Including on a Semi-Annual basis pressure washing, removal and disposing of accumulated solids, debris, and grease from each of the City's seven (7) Lift Stations and Headworks at WWTP.**

**\$ \_\_\_\_\_**

**A3. Repair Fees:**

**1) COMPANY will invoice for repair services that were performed in the previous month. Repair costs shall be calculated as follow:**

**{INSERT/ATTACH FEE STRUCTURE (include how to determine labor rates, equipment rates, and markup on materials and subcontracts)}**

**A4. Additional Services:**

**1) COMPANY will invoice for additional services that were requested in writing by the City in the previous month. Fees for additional services shall be calculated as follow:**

**{ INSERT/ATTACH FEE STRUCTURE (include labor rates, equipment rates, inspection services rates, Water/Sewer Taps and Meter Replacements, Billing and Collection Services, and other services and charges applicable to Utility Operations & Management)}**

Please ensure that you complete and return the following documents and the information required in your submittal.

- Original Submittal – signed in the appropriate places
- Three Copies and One Media Source
- Appendix A – including reference sheet (do not use City of Jamaica Beach or its employees as references) – this document must be signed
- Appendices B through H – please see instructions in the RFQ for signature requirements
- Appendices AA through DD listed on page 41.
- All documents required for evaluation – see and Order of Proposals and Evaluation Procedures, pages 38 through 40, and completion of the Price Proposal on page 44.

**FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.**