City of Galveston

REQUEST FOR QUALIFICATIONS

Qualifications Reference Number: RFQ 21-01

Project Title: Stormwater Master Plan

Qualifications Closing Date: 10:00 A.M.(CST), September 8, 2021

Electronic submittals are required: UPLOAD HERE.

No Qualifications submitted after the above deadline will be accepted.

Contact: City of Galveston Purchasing Department at purchasing@galvestontx.gov or 409-797-3579.

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Galveston, Texas

Request for Qualifications

1. Introduction

A. Project Overview: The City of Galveston is requesting Qualifications with the intent of prequalifying providers for the services contained in Appendix J – Scope of Services.

B. Questions: Following are contacts for questions as identified.

i. RFQ Clarifications: All questions related to requirements or processes of this RFQ should be submitted in writing to the Purchasing Department. 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 Respondent must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Qualification document or the submittal will be considered Non-Responsive.

C. Notification of Errors or Omissions: Respondents 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 submittal 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 B. 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 Galveston. Do not submit this form unless you receive an award letter from the City.**

2. Contact Information

Mailing Address: City of Galveston, Purchasing Department, Room 300, PO Box 779, Galveston, Texas 77551

Physical Address: City of Galveston, Purchasing Department, 823 Rosenberg Street, Room 300, Galveston, Texas 77550

Email Address: purchasing@galvestontx.gov

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. Qualification Documents are not available for public inspection until after the contract award. If the Respondent has notified the City, in writing, that the Qualification 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.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or contractor acknowledges that the solicitation is part of any resulting contract of the solicitation, as Exhibit A.

C. All Respondents are hereby put on notice that if the Respondent is awarded a contract for procurement of goods or services, the City of Galveston is entering into that contract in its governmental capacity, and not a proprietary capacity.

D. The City of Galveston 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.

E. Pursuant to Texas Government Codes Chapters 880, 2270, Sections 880.001, 2270.001, and 2270.002; vendor is required to complete Appendix C (certifying that company does not Boycott Israel), in the solicitation document, if company has greater than 10 employees and/or the value of a contract resulting from the solicitation is valued at $100,000 or greater.

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 Respondents that have notified the Purchasing Department of their intent to submit, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

An award of a contract to a vendor(s) does not guarantee the vendor(s) that the City shall issue any Purchase Orders for the offeror's goods or services, or guarantee any particular volume use, number, or sales.

6. Qualification Submittal Requirements

A. Submittal Packet – How to submit: All Qualifications must be submitted electronically. No submittal will be accepted by mail or hand delivery. Qualifications submitted by mail or hand delivery will be marked non-responsive. Submittals shall be submitted through the City of Galveston online portal at the URL address indicated in Appendix J. 3. Scope of Services – Special Conditions.

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. Offerors must submit their Qualifications on the forms provided herein, otherwise, it will be considered non-responsive.

C. Submittal Deadline: The deadline for submittal of Qualifications shall be as identified on the title of the Request for Qualifications and on page 7 (seven) of Appendix A-Request for Qualifications. It is the Offeror's responsibility to have the Qualification Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Submittals will be accepted.

D. Proposals Received Late: Respondents are encouraged to submit their Qualifications as soon as possible. The time and date of receipt as recorded through the online portal 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 Qualifications may be withdrawn or a revised Qualification substituted prior to the submittal deadline. Qualification Documents cannot be altered, amended or withdrawn by the Respondent after the submittal deadline.

F. Proposal Document Format: All Submittal 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, or a digital signature via the electronic submittal process, 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 submittal. The City only accepts proposals that are uploaded through the online portal. The link is provided on the title page of this document and in Appendix J. 3. Scope of Work – Special Conditions. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".

G. Questions and Responses: Questions regarding Qualifications must be addressed to the Purchasing Division purchasing@galvestontx.gov. The subject line must read **"RFQ 21-01 Stormwater Master Plan"**. 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 Purchasing Division 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 Qualification 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 Submittals 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 Qualifications for this project. The City may, at its option, conduct discussions with or accept Submittal revisions from any reasonably qualified Respondent. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by respondent or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Request for Qualifications brought forth by the City of Galveston shall be grounds for disqualification.** Vendors shall not contact any City of Galveston personnel during the Request for Qualifications process without the express permission from the City's Purchasing Supervisor.

B. Correspondence: All correspondence relating to this Request for Qualifications, from advertisement to award, shall be sent to the City of Galveston's Purchasing Division. All presentations and/or meetings between the City of Galveston and the vendor relating to this Request for Qualifications shall be coordinated by the City of Galveston Purchasing Division. The City reserves the right to determine which submittal(s) provides the City with the best value and which will be in the City's best interest.

C. Completeness: If the Qualification 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 Submittal non-responsive.

D. Ambiguity: Any ambiguity in the Submittal Document as a result of omission, error, lack of clarity or non-compliance by the Respondent 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. This section intentionally left blank.

F. Additional Information: City may request any other information necessary to determine Respondent'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 Respondents based on the unit prices proposed in response to this request, or to reject any and all Submittals and re-solicit for Qualifications, as deemed to be in the best interest of City.

H. No Commitment: The Request for Qualifications does not commit the City of Galveston 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 offeror who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the City of Galveston's Purchasing Division 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 Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

   i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, 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 delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
   ii. In the case of request for proposals, the City of Galveston Purchasing Supervisor shall ask the protester deliver, via electronic mail, the protest to relevant parties.
   iii. The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston's City Manager will be final.

J. Single Proposal Response: If only one Submittal 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 Galveston 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 Galveston for cause:

i) The successful Respondent fails to perform in accordance with the provisions of these specifications; or

ii) The successful Respondent violates any of the provisions of these specifications; or

iii) The successful Respondent disregards laws or regulations of any public body having jurisdiction; or

iv) The successful Respondent 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 M i) through iv) occurs, the City of Galveston may, terminate the contract by giving the successful Respondent seven (7) days written notice of such termination. In such case, the successful Respondent shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Respondent 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 Galveston, 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. Pursuant to Sec. 2-341 of the City Code – Declaration of Policy

A. It is the policy of the City of Galveston to stimulate growth of local 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 Galveston contracts. The purpose and objectives of this article are to:

i. Increase the capacity of local M/WBE's to provide products and services.
ii. Increase the opportunities for local M/WBE's to expand their business with the city 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 Respondent and otherwise qualified unless the city may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Respondent.

C. Additionally, The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Appendix A – Qualification Document

Submittal Checklist: (To determine validity of offer)

_____Appendix A (pages _9_ through _18_) must be included in the submittal.

_____Appendix B – G (pages_20_ through _26_) all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- ☐ Appendix B – Conflict of Interest
- ☐ Appendix C – House Bill 89 Verification
- ☐ Appendix D – Property Tax Statement
- ☐ Appendix E – Nepotism Statement
- ☐ Appendix F – Non-Collusion Statement
- ☐ Appendix G – Certification Regarding Debarment

_____Appendix J (pages_28_ through ___) must be included in the submittal.

All qualifications submitted to the City of Galveston shall include this page with the offer.			
RFQ Number:	**21-01**		
Project Title:	**Stormwater Master Plan**		
Submittal Deadline:	**10:00 A.M.(CST), September 8, 2021**		
Submit Electronically: UPLOAD HERE			
Offeror Information:			
Offeror's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		**Fax Number:**	
E-Mail Address:			

Offeror Authorization

I, the undersigned, have the authority to execute this Offer in its entirety as submitted and enter into a contract on behalf of the Offeror.

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this _____(day) of _____(month),_____(year)

Appendix A – Request for Qualifications (continued)

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

1. Proposed Products and/or Services

A. Product or Service Description: Respondents 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: Respondents 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 Respondent shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Respondent with the Qualification submitted.

D. Project Schedule/Delivery Date: Project schedule and/or delivery dates will be negotiated between the City of Galveston 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 Service:

Firm(s) selected for work will be asked for proposals and terms of the contract negotiated at the time of selection for this specific project.

4. Respondent's Experience / Staff

A. Project Team: Identify all members of the Respondent'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

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

Reference #1:

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

Reference #2:

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

Reference #3:

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

Reference #4:

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

Reference #5:

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

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This Submittal ___ (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 acting as a sole proprietor must also enter the submitter's Social Security Number: #_____-_____-_____.

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

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

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston 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 **purchasing@galvestontx.gov**.

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 Galveston procurement card (Master 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. This Section Left intentionally blank.

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

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 Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix I for ACH Payment Information, if you elect to receive your payments according to Appendix I, fill out the form and return with your documents.

B. 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 Submittal, 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.

C. Late Delivery or Performance: If Respondent 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 Respondent, who agrees to pay such costs within ten days of invoice.

D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Respondent. 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 Respondent at no additional cost to the City.

E. Title to Goods and Risk of Loss: For goods to be provided by Respondents 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.

F. 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.

2. Miscellaneous

A. Independent Contractor: Respondent agrees that Respondent and Respondent's employees and agents have no employer-employee relationship with City. Respondent agrees that if Respondent 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 Respondent 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: Respondent 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 Respondent or Respondent'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: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, 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: Respondent certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Request for Qualifications is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Respondent 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 Respondent certifies that the signer has authority to submit the Qualification on behalf of the Respondent and to bind the Respondent to any resulting contract.

H. Authority to Enter Contract – City: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. 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 Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. 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's Legal Department prior to being signed by the City Manager, (City's authorized representative).

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

3. Financial Responsibility Provisions

A. Insurance: The Respondent, 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 J) as City may require, naming the City of Galveston as the additional insured:

i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

ii. Commercial General Liability insurance for at least One Million Dollars ($1,000,000) on a per occurrence basis, with a Two Million ($2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;

iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, 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: Respondent 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 Respondent 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.

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 Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

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

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

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a Request for Qualifications or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
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 Finance Department is required by law to post the statements on the City's website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days 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 7th 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, 13, 19 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, 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" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*

3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from pubic funds of the governmental entity.*

    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 Galveston, Texas.**

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

    c. **Does not boycott energy companies currently; and**

    d. **Will not boycott energy companies during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

    e. **Does not boycott a firearm entity of firearm trade association currently; and**

    f. **Will not boycott a firearm entity of firearm trade association during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.**

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, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

_____ **DATE**

_____ **SIGNATURE OF COMPANY REPRESENTATIVE**

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 SUBMITTAL OR PROPOSAL "NON-RESPONSIVE."

The City of Galveston, Texas has adopted the following policy:

The City of Galveston 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

_____

_____

_____
Respondent's Printed or Typed Name

_____
Respondent'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 SUBMITTAL OR PROPOSAL "NON-RESPONSIVE."

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

If the Respondent is an individual:

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

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

Name and title of City Official

Or employee: _____

Relationship: _____

If the Respondent is **NOT** an individual:

_____ The officers of the company submitting qualifications are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting qualifications are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

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 RESPONDENT, 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 SUBMITTAL.

VENDOR_____

ADDRESS_____

PHONE _____

FAX _____

RESPONDENT (SIGNATURE) _____

RESPONDENT (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS SUBMITTAL

_____

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 Galveston, Texas

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDRAL FUNDS IN PAYMENT OF PROCUREMENT.

RESPONDENT'S CERTIFICATION REGARDING DEB.ARMENT, 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. Respondent agrees that by submitting this proposal that Respondent will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent 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 <u>not</u> to submit a Proposal for this procurement, please complete this form and submit to:

City of Galveston
Purchasing Division
PO Box 779
Galveston, Texas 77553

City of Galveston
Purchasing Division
823 Rosenberg St. Room 300
Galveston, Texas 77550

Please check all items that apply:

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

COMPANY NAME (Please print)**:** _____

Authorized Officer Name (Please print): _____

Telephon**e: (**____**)** _____ Fax: **(**_____**)** _____

You may also email this form to: purchasing@galvestontx.gov.

The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provides for the City of Galveston.

Sincerely,

Michael W. Loftin
Assistant City Manager – Finance

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.
Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.
This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

FOR CITY USE ONLY:

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Appendix J – Scope of Services

1. Project Title: RFQ 21-01 Stormwater Master Plan.

2. Scope of Services Contact

Questions about the technical nature of the Scope of Services will be directed to the **Purchasing Division**, Phone. 409.797.3579, e-mail: UPLOAD QUESTIONS HERE

3. Special Conditions

Qualification submittals must be uploaded to the city's online electronic submission portal here: UPLOAD HERE

The maximum file size for upload is 250 mb.

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

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

CITY OF GALVESTON RFQ # 21-01
SPECIAL PROVISIONS FOR PROCUREMENT
FEDERAL REQUIREMENTS

CONTENTS

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

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

_____
(printed name of signatory)

_____
(signature and date)

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

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq.

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

_____

(printed name of signatory)

_____

(signature and date)

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

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

_____

(printed name of signatory)

_____

(signature and date)

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

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

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

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

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

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

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

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

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

(printed name of signatory)	(signature and date)

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

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

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

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

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

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

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

_____
(printed name of signatory)

_____
(signature and date)

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

_____

(printed name of signatory)

_____

(signature and date)

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

7. LOBBYING

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

Executed this_____day of_____, 20___

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

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

_____
Title of Authorized Official

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

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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

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

_____
(printed name of signatory)

_____
(signature and date)

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

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

_____
(printed name of signatory)

_____
(signature and date)

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

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

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

_____

(printed name of signatory)

_____

(signature and date)

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

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

_____

(printed name of signatory)

_____

(signature and date)

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

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

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

_____

(printed name of signatory)

_____

(signature and date)

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

4. Qualification Evaluation Factors

Emphasis	Factor
35	Proposer's Qualification and Experience • Team Qualification and Experience • Project Manager's Qualification and Experience
25	Responsiveness to Project Design Approach and Process • Understanding and effectiveness of approach to the Project requirements and deliverables • Demonstrated understanding of the region
20	Technical Capabilities and Methodology • Relevant project performance history, including competency, responsiveness, cost control, work quality and ability to meet schedules and deadlines. • Public involvement expertise where scientific and or technical study results were presented to the general public and elected officials in an easy-to-understand manner.
20	Project Schedule • Adherence to the Project completion date

5. Brand Manufacture Reference

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

6. Key Events Schedule

RFQ Release Date	August 12, 2021
Deadline for Submittal of Written Questions	August 25, 2021, 10:00am, CST
Sealed Qualifications Due to and Opened by City	September 8, 2021, 10:00am, CST
Anticipated Committee Evaluation Review Date	September 2021
Anticipated Award Date	October, 2021

7. Scope of Services

Project Background

This scope of work is intended to provide support to the City of Galveston, Texas (City) with the development of a comprehensive Strategic Stormwater Plan and related funding framework that includes a restructuring of the current drainage fee and the City's long-term debt capacity. It is the expectation of the City that consideration for the latest technical innovations, best available scientific data, and other coastal flood control projects will be considered in the preparation of this plan.

Like many coastal communities, the City is faced with operating and maintaining a system of stormwater infrastructure that manages and improves the quality of stormwater runoff, mitigates flooding, and protects life and property. Currently the City relies on its 2003 Drainage Master Plan which was developed under a different set of circumstances than those existing today. After almost 20 years, this plan is outdated and no longer accurately reflects current conditions; changes in regulatory requirements; uncertainties related to weather and the economy; or the impacts from capital projects planned and implemented by federal, state, and regional stakeholders.

Given the coastal environment aspects, Galveston has also experienced changes that influence the degree of flooding as well as the approaches to manage a response. For example, ocean levels have risen, infrastructure has aged, storms have intensified, regulations have changed, technology has advanced, terrain has changed, and projects detailed in the 2003 Plan have either been completed or are currently under construction. The City has a clear need to assess and create an adaptive, innovative plan that accounts for a non-static world.

Without a new Strategic Stormwater Plan to guide the City's program, future infrastructure investments will not address tomorrow's challenges. Funds may not be invested in high-priority drainage projects with potential significant cost-benefits to the residents. Fees may not be properly set to fund future operation and maintenance (O&M) costs. Perhaps most importantly, stakeholders may not be engaged in developing solutions. The City recognizes that developing near- and long-term plans to guide drainage infrastructure improvements is a strategic investment in the City's ability to effectively operate and maintain its system of stormwater infrastructure.

Expected Scope Elements

Accordingly, the City seeks professional support and expertise for the following scope of work elements:

- Development of a Comprehensive Strategic Stormwater Plan that includes recommendations for all basins within the City's jurisdiction. This shall include the incorporation of recently completed or undertaken data derived from or developed for projects recently completed, underway, or planned for implementation during the same period. The plan should include, but not be limited to, the following:
    - **Comprehensive assessment of the City's roads, drainage infrastructure, and Stormwater management features;**
    - **Recommendations on infrastructure improvements that will reduce the frequency, severity, duration, and impact of flooding events;**
    - **Informed recommendations for multiple sea level rise scenarios;**
    - **Cost benefit analysis to prioritize the City's investments, capitalize on future grant opportunities that arise, and inform the Capital Improvements Plan (CIP);**
    - **Provide a risk analysis assessment;**
    - **Updated design standards for developers and land use and building code recommendations to effectively manage stormwater; and**
    - **Tools and training for City staff.**

- Development of a public and stakeholder comment strategy that provides input for all key stakeholders in the community at applicable times in program development.

- Develop a rate study for a cost of service that includes forecasted costs of recommended projects. The financial framework will include a new drainage service rate structure based on impervious area and property type. The update should include a review of other funding sources such as grants, bonds, and other funding vehicles.

- Development of a targeted project strategy that accounts for:

    - Sea level rise

    - Changing storm/geography/weather/climate patterns

    - Aging and evolving infrastructure, including blue, green and gray infrastructure technologies

    - New development

    Redevelopment

    - Galveston's unique coastal and historic conditions, including protection of Galveston Bay and the beachfront

    - Storm Surge

    - Resilient natural and built coastal features and infrastructure

    - Desired levels of service

    - Land Use

    - Current and future regulatory environments

- Development of an Operations & Maintenance (O&M) framework or manual that includes workflows, standard operating procedures, and continuity of stormwater management operations. This should be primarily aimed at the way in which the City assesses and collects the impervious area stormwater fee.

Scope of Work

The City of Galveston recognizes the need for a Strategic Stormwater Plan that assesses current conditions and provides an adaptive framework to guide cost-effective capital projects the City can put before its voters for implementation. The resulting capital projects should anticipate, but not depend on, the impacts from complementary federal and state coastal resiliency efforts led by others.

The resulting project scope should envision a series of milestones. Given the varying nature of the needs contained in the Strategic Stormwater Plan, it is assumed that the milestone construct

will allow a project that ensures each task will build upon the previous with all deliverables informing the Final Plan. Milestone tasks are the activities that will lead to the milestone deliverable, which will be defined during scope development with the selected respondent.

Strategic Stormwater Plan Milestones Overview

Milestone 1 –Strategic Stormwater Plan Project Chartering – Develop the roles, responsibilities, authorities, and expectations of the project.

Milestone 2 - Stakeholder Outreach and Communication Plan – Identify the key stakeholders, communications channels, and messages at each phase of the program from awareness building to implementation.

Milestone 3 – Data Collection and Evaluation Phase – In this phase, the City plans to develop and analyze the required information describing the physical details of the existing stormwater management system, physical characteristics of the study area topography, rainfall, and groundwater, and establish the boundary conditions for the models to be used. After all of the City's available data is analyzed, a data gap analysis should be performed, and survey teams should be deployed to fill-in the missing data. A new, modern Geographic Information System (GIS) should be developed and the data digitally converted to provide electronic, one-click visual access for staff to access the stormwater system data. This effort should include, but not be limited to, the following:

1. field surveys for missing or conflicting data and structures;
2. finished floor elevations of critical structures;
3. creation of a digital elevation model (DEM) for topography and shorelines,
4. analysis and digitization of the City's record drawings and stormwater atlases, including acquisition of these from other agencies,
5. the creation or updating of a digital map of the City's primary stormwater assets and all of the spatial data used to create the stormwater models.

Milestone 4 - Stormwater Modeling Phase – In this phase, the City plans to develop the mathematical equations and routines to simulate rainfall, stormwater runoff, pipe and pump systems hydraulics, and groundwater reaction using actual City topography, interconnections within the system, the receiving waters and all regulations governing stormwater runoff. The models should be validated to actual conditions for past known storms, and then used to predict existing and future conditions, flood depths and durations to determine the cause of the flooding so it can be mitigated with new capital projects. This effort should include the development of the digital representation of the physical stormwater system components and the application of the dynamic mathematical formulas for the hydraulics, hydrology, basin delineations, set the model boundary conditions, tides, groundwater, and rainfall. Simulations should be run for existing land use conditions and verified against recent actual recorded storm events for flooding depth, location, duration, and aerial extent. The models should then be used to simulate the 5-yr/24 hr, 10-yr/72 hr, 25-yr/72 hr, and 100-yr/72 hr design storm events and predict flooding inundation around the City under the design conditions. Engineering analysis

should be performed by adding stormwater capital improvements to the models to reduce the flooding to the City's chosen levels of service. Engineering analysis and recommendations should also be made on stormwater reuse that could be used to diversify the City's potable water supply portfolio, including through the use of aquifers or other technologies.

Milestone 5 – Sea Level Rise Evaluation and Resiliency Considerations Phase - This effort should include the following:

1. a tidal surge analysis to determine the cost benefit of CIP projects and superimpose two sea level rise conditions on the proposed CIP to determine the effect on the system;

2. the development or application of models to simulate future sea level rise to determine the impact on existing and proposed stormwater management systems, and simulate storm surge events for resiliency planning purposes.

Milestone 6 - Capital Improvement Program Phase – In this phase, the City plans to develop a Citywide CIP to address flooding for two alternate Levels of Service (LOS) for stormwater flooding – one more restrictive, one less restrictive; and to create a cost-benefit analysis for each LOS to help decision makers plan the most beneficial projects within the available budget. The deliverable should include both long-term and near-term CIP recommendations, including specific recommendations for low-cost, high-result investments to be considered by voters in a FY 2024-2025 city -wide bond election. The plan should include recommendations on stormwater runoff reuse that could be used to diversify the City's potable water supply portfolio.

Milestone 7 - Funding Framework including a Stormwater Fee Structure – A recommendation for a funding framework and restructured stormwater fee based on impervious area, infrastructure maintenance and the Stormwater Capital Improvement Plan. This would include the financial model, fee structure and ordinance revision requirements.

Milestone 8 - Operations & Maintenance Manual – this is a collection of best practices for workflows, standard operating procedures, and continuity of operations planning. This manual should be primarily aimed at the way in which City staff assesses and collects the stormwater fee based on impervious area.

Additional information

The City has a number of stormwater/flood improvement projects that are either recently completed, currently underway, or planned for in the near future that must be considered during the work of updating the City's Strategic Stormwater Plan. Examples of these projects include:

- **The 18th Street drainage project (Locally funded)**
- **The Church Street drainage project between 35th and 37th Streets (Locally Funded)**
- **The 14th Street drainage project (FEMA-funded)**
- **The Strand Flood Study (FEMA-TWDB funded)**
- **The South Shore Drive drainage project (HUD-GLO funded)**
- **23rd Street Reconstruction (Locally Funded)**

The City expects that the selected vendor will review, consider, and incorporate all available data resulting from these projects into the Strategic Stormwater Plan (to the extent practicable and applicable), and that any potential or real overlaps in scope will be clearly identified during the execution of Milestone 3, so as to assist the City with scope delineation of already-funded or underway projects.

It is anticipated that the bulk of the work described for the Strategic Stormwater Plan will be completed within a period of 18 to 24 months.