



City of Galveston

REQUEST FOR QUALIFICATIONS

Proposal Reference Number: 22-09

Project Title: Consulting Services for Resident & Customer Satisfaction Assessments

Proposal Closing Date: 11:00 A.M.(CST), Thursday, August 11, 2022

No Proposals submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Consulting Services for Resident & Customer Satisfaction Assessments
ISSUANCE OF RFQ	Thursday, July 14, 2022
PRE-BID:	10:00 A.M., (CST); Tuesday, July 26, 2022
CONFERENCE	The pre-proposal conference will allow all Proposers an opportunity to ask representatives relevant questions and clarify provisions of this RFQ.
DEADLINE FOR QUESTIONS:	11:00 A.M., (CST); Wednesday, August 3, 2022 All questions will be answered in the form of an addendum. All questions related to this RFQ are to be directed to the following link: <u>UPLOAD QUESTIONS HERE</u>
ADDENDA CHECKLIST:	<u>CHECK HERE FOR RFQ 22-09 ADDENDUM(S)</u> (IF APPLICABLE)
SUBMITTAL DEADLINE:	11:00 A.M., (CST); Thursday, August 11, 2022
SUBMITAL REQUIREMENT:	Electronic submittals required. <u>UPLOAD SUBMITAL HERE</u> <u>*The file size limit for upload is 250 mb</u>
CITY OF GALVESTON COUNCIL AWARD:	A final determination will be made at a future City of Galveston Council meeting. City of Galveston reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	Agreement shall be effective upon execution by the City of Galveston until work has been completed to the satisfaction of the City of Galveston unless sooner terminated under the terms set forth herein.

REQUEST FOR QUALIFICATIONS

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SECTION 1

INTRODUCTION

1.1 Description of City of Galveston

The City of Galveston (“**COG**”) is an island community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. The City of Galveston employs more than 800 people to provide essential services to our residents.

The City of Galveston located in Texas is a home rule city, and is governed through a council-manager form of government.

City of Galveston’s web page is located at <https://www.galvestontx.gov>

1.2 Objective of this Request for Proposal

The City of Galveston (“**COG**”) is soliciting proposals in response to this Request for Qualifications, RFQ 22-09 (this “**RFQ**”), from qualified vendors to provide Consulting Services for Resident & Customer Satisfaction Assessments (the “**Services**”). The Services are more specifically described in **Section 3** (Scope of Work) of this RFQ.

COG reserves the right to award multiple Agreements as a result of this RFQ if deemed in the best interest of COG. COG makes no representations of any kind that an award will be made as a result of this RFQ.

COG is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ provides sufficient information for interested parties to prepare and provide submissions for consideration by COG.

1.3 Public Information

Proposer is hereby notified that COG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

COG 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 Agreement award. If the Proposer has notified COG, in writing, that the Proposal Document contains trade secrets or confidential information, COG 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 COG be liable for disclosure of such information by COG in response to a request, regardless of COG’s failure to take any such reasonable steps, even if COG is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if

the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Proposers are hereby put on notice that if the Proposer is awarded an agreement for procurement of goods or services, COG is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a vendor(s) does not guarantee the vendor(s) that COG shall issue any Purchase Order(s) for the Proposer's goods or services, or guarantee any particular volume use, number, or sales.

Vendor will be required to enter into an agreement with COG in a form substantially similar to the Proposed Sample Agreement between COG and Vendor (the "**Agreement**") attached to this RFQ in Section 8 and incorporated for all purposes.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFQ. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each Proposer acknowledges that COG has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

Agreement shall be effective upon execution by COG until work has been completed to the satisfaction of COG unless sooner terminated under the terms set forth herein.

1.5 Clarifications and Interpretations

Proposers shall promptly notify the COG of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. COG 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.

COG may, in its sole discretion, respond in writing to written inquiries concerning this RFQ. Only COG's responses that are made by formal written Addenda will be binding on COG. Any verbal responses, written interpretations or clarifications other than Addenda to this RFQ will be without legal effect. All Addenda issued by COG prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFQ for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and

returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's proposal.

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 COG website. All such addenda issued by COG prior to the submittal deadline shall be considered part of the RFQ. COG shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.2** of this RFQ. All properly submitted Proposals will be reviewed, evaluated, and ranked by COG.

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. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFQ, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFQ, will be rejected by COG as non-responsive due to material failure to comply with advertised specifications.

If the Proposal Document is incomplete or otherwise fails to conform to the requirements of the RFQ, COG alone will determine whether the variance is so significant as to render the proposal non-responsive. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, COG may invite one or more selected Proposers to participate in oral presentations. COG will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Vendor.

Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the COG. 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 COG shall be grounds for disqualification. Vendors shall not contact any COG personnel during the proposal process without the express permission from the COG's Purchasing Manager.

COG may make the selection of Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, COG may make the selection of Vendor on the basis of negotiation with any of the Proposers. In conducting such negotiations, COG will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At COG's sole option and discretion, COG may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, COG may establish, after an initial review of the proposals, a competitive range of acceptable, or potentially acceptable, proposals composed of the highest rated proposal(s). In that event, COG will defer further action on proposals not included within the competitive range pending the selection of Vendor; provided, however, COG reserves the right to include additional proposals in the competitive range, if deemed to be in the best interests of COG.

All correspondence relating to this proposal, from advertisement to award, shall be sent to the COG's Purchasing Division. All presentations and/or meetings between COG and the vendor relating to this proposal shall be coordinated by COG Purchasing Division. COG reserves the right to determine which proposal provides COG with the best value and which will be in the COG's best interest.

COG reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFQ with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of COG. Proposer is hereby notified that COG will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by COG.

1.7 COG's Reservation of Rights

COG may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. COG reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. COG makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by COG.

COG reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Proposers.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. COG reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 System for Award Management (SAM.GOV)

All vendors contracting with COG 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 COG Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFQ shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFQ is a solicitation for proposals and COG has made no representation written or oral that one or more agreements with COG will be awarded under this RFQ; (2) COG issues this RFQ predicated on COG's anticipated requirements for the Services, and COG has made no representation, written or oral, that any particular scope of services will actually be required by COG; and (3) Proposer will

bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFQ.

1.10 RFQ Withdrawals and/or Amendments

COG reserves the right to withdraw this RFQ for any reason. COG reserves the right to amend any aspect of this RFQ by formal written Addendum prior to the Proposal submittal deadline.

1.11 Tax Exempt Status

COG purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the proposal. COG will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

COG Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 4** for these documents

1.13 Proposal 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. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the COG.

1.14 Equal Opportunity Employer

COG is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. COG requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with COG, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 4**. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with COG, or submits an application, response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with COG. If no conflict exists the proposer must mark the form Not Applicable or NA and return with the proposal packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with COG, 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 an agreement**

between the vendor and the COG. Do not submit this form unless you receive an award letter from COG.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.17 Protest Procedure

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the COG'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 agreement 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 COG Purchasing Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- iii. The COG's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the COG's City Manager will be final.

1.18 Pursuant to Sec. 2-341 of the COG Code – Declaration of Policy

- A. It is the policy of COG 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 COG 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 COG and other public and private sector business entities.
- B. Provided, however, nothing herein shall require COG 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 COG may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.
- C. Additionally, COG has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

COG will accept proposals submitted in response to this RFQ 22-09 until **11:00 AM.**, Central Standard Time on **August 11, 2022.**

2.2 Criteria for Selection

Proposer is encouraged to propose terms and conditions offering the maximum benefit to COG in terms of:

Scoring Criteria:

2.2.1.1 Project Team Organization and Qualifications

- a. Completeness and clarity of the response to this RFQ.
- b. Firm's relevant background
- c. Sensitivity to schedule (35%)

2.2.1.2 Key Personnel

- a. Background and experience of project manager
- b. Background and experience of firm's key project personnel
- c. Project manager's experience with similar projects
- d. Number of similar projects designed and implemented..... (30%)

2.2.1.3 Record of Past Performance

- a. Feedback of references with specific emphasis on the ability of the Consultant to interact and work with project team members..... (10%)

2.2.1.4 Ability to deploy the survey in multiple formats (Web, Telephone, mail, email, etc...) (25%)

An evaluation team from COG will evaluate proposals. The evaluation of proposals and the selection of Vendor will be based on the information provided by Proposer in its proposal. COG may give consideration to additional information, if COG deems such information relevant.

SECTION 3

Scope of Work

- 3.1 **Project Title: Consulting Services for Resident & Customer Satisfaction Assessments**
- 3.2 **Special Conditions** (Insurance will be required upon an executed contract)
- 3.3 **Scope of Work – Requirements**

OVERVIEW

The City of Galveston, Texas, Municipal Services Team (the “Team”) is seeking to secure a contract with the most qualified and responsible vendor to provide Professional Consulting Services with the development, implementation, and feedback sessions related to resident and customer satisfaction assessments. The Team is requesting qualifications from vendors to provide Professional Consulting Services with developing and conducting a resident and customer satisfaction assessment. The Team consists of approximately 250 full-time employees who strive to provide excellence and superior service in all municipal services rendered. The Team wishes to perpetually gauge the quality of its services rendered and ensure the results of its reporting are statistically valid. The Team envisions that a multi-faceted survey approach would be the most beneficial, which would include text messages, email messages, phone calls, etc. The expected timeline for this project is one (1) year from the time the contract is executed.

The selected vendor will:

1. Have knowledge of and experience in working with organizations in developing and implementing programs that assess customer satisfaction;
2. Provide a single Point of Contact for this project;
3. Meet with COG staff to develop and implement a project schedule;
4. Develop sample tools for review and evaluation by COG staff after assessing specific questions and/or topics for which customer satisfaction data should be gathered;
5. Recommend and provide for multiple methods of transmission of the assessment tools (e.g., Web, telephone, mail, email, etc.) to ensure that results gathered are statistically valid and provide a plan for future implementation of additional mediums;
6. Evaluate the results of the assessment and provide the findings to the COG for review;
7. Organize results to make relevant to each division and employees;
8. Provide training to COG staff to self-perform and continually improve the program.

SECTION 4

Appendices

- Appendix A – Proposal Document**
- Appendix B – Conflict of Interest**
- Appendix C – House Bills 13, 19, 89**
- Appendix D – Property Tax Statement**
- Appendix E – Nepotism Statement**
- Appendix F – Non-Collusion Statement**
- Appendix G – Certification Regarding Debarment**
- Appendix H – ACH Forms**

Appendix A – Proposal Document

Submittal Checklist: (To determine validity of Proposal)

Appendix A must be included in the submittal.

Appendix B – G 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:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 13, 19, 89 Verification
<input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement
<input type="checkbox"/> Appendix F – Non-Collusion Statement
<input type="checkbox"/> Appendix G – Certification Regarding Debarment |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

All Proposals delivered to the City of Galveston shall include this page with the submittal.			
RFQ Number:	RFQ 22-09		
Project Title:	Consulting Services for Resident & Customer Satisfaction Assessments		
Submittal Deadline:	Thursday, August 11, 2022, 11:00 AM CST		
<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 an agreement 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>			

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 proposal 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 proposals 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
For vendor or other person doing business with local governmental entity

FORM CIQ

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

**OFFICE
USE
ONLY**

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).

Date
Received

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.

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 7 OF THE
 PROPOSAL.**

Appendix C - House Bills 13, 19 & 89 Verification

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

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

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

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

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 public funds of the governmental entity.*

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; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

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 7 OF THE PROPOSAL.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID 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

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 7 OF THE PROPOSAL.

Appendix E – Nepotism Statement

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

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

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

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

_____ 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 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 7 OF THE PROPOSAL.

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.

PROPOSER _____

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 7 OF THE PROPOSAL.

**Appendix G – Document 00435
The City of Galveston, Texas**

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 7 OF THE
PROPOSAL.**

Appendix H – ACH Form



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:

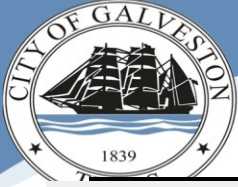
City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

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 provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style with a horizontal line extending from the end.

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

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.

SECTION 5

PROPOSER'S QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

5.1 Proposer Profile

5.1.1 Legal name of Proposer Company:

Centralized Master Bidders List registration number: _____

Prime contractor HUB / MWBE registration number: _____

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

Universal Entity Identifier (UEI) number _____.

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, COG prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 5.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.
- 5.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation that indicates the financial stability of Proposer.
- 5.1.4 Proposer will state whether or not Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 5.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with COG.
- 5.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other

entity. If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

5.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of COG. If yes, Proposer will explain.

5.1.8 Proposer will state whether or not Proposer is currently in default of any money owed to COG.

5.2 Approach to Project Services

5.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to COG from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFQ.

5.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.

5.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFQ. Proposer will include samples of reports and documents, if appropriate.

5.2.4 Describe how the vendor plans to assist the City with the development, implementation, and reporting of assessment results which is the primary goal of this RFQ.

5.2.5 Provide a plan of operations to achieve the objectives set forth in the Minimum Qualifications section.

5.2.6 Describe how the vendor plans to develop and implement the assessment while maintaining the confidentiality of the responses.

5.3 General Requirements

5.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with COG, including their specific experiences with similar service projects, and number of years of employment with Proposer.

5.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with COG and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from COG.

5.3.3 Proposer will describe its approach in providing staffing continuity to customer.

5.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.

- 5.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.
- 5.4.6 Proposer will describe their knowledge and experience in the particular types of projects described in Section 3 – Scope of Work.
- 5.4.7 Describe your firm’s workload and current capacity to accomplish the work in the required time.
- 5.4.8 Describe the vendor’s experience in developing customer satisfaction assessments for other municipalities.
- 5.4.9 Describe the vendor’s capability and experience in providing multi-level reporting of the assessment results.
- 5.4.10 Describe the vendor’s ability and experience in conducting resident and customer satisfaction assessments and collect results through multiple formats (Web, telephone, mail, email, etc.).
- 5.4.11 Describe the firm’s capability and experience in ensuring a satisfactory rate of customer responses.
- 5.4.12 Provide COG with at least three (3) sample of a resident and/or customer satisfaction assessments conducted by the vendor, preferably for a similarly sized municipality or organization. Include the professional services fees associated with each. (Refer to Section 6 – References.)

5.4 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

5.5 Service Support

- 5.5.1 Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.
- 5.5.2 Estimate the number of persons to be assigned to this project, indicating the number working in Texas and the number working elsewhere.

5.6 Additional Services

- 5.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFQ that Proposer would propose to provide to COG. Additional services or benefits must be directly related to the goods and services solicited under this RFQ.
- 5.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by COG from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFQ.

SECTION 6

REFERENCES

References – This section is required.

Proposer shall provide three (3) 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 Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided and associated Professional Fees.	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided and associated Professional Fees.	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided and associated Professional Fees.	

SECTION 7

SUBMISSION OF PROPOSAL

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Proposal 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. Proposers 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 page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer'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, by COG online submittal portal, shall be the official time of receipt. COG 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, 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 by the individual signing the proposal. COG only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in **Section 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: 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 COG 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 the **Key Events Schedule**.

7.1 Proposal Submittal Order

Proposer is instructed to complete, sign, and return the following documents in the following order as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then COG may consider this as Non-Responsive and reject the proposal:

- 8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 4**)
- 8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 4**)
- 8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 4**)
- 8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 4**)
- 8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 4**)
- 8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 4**)
- 8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 4**)
- 8.1.8 Signed and Completed Addenda Checklist (if applicable)
Note: It is the Proposer’s responsibility to make sure they have obtained all addenda.
- 8.1.9 Completed References (**Section 6**)
- 8.1.10 Responses to Proposer's Questionnaire (**Section 5**)
- 8.1.11 Required Contents. Please provide the following in your proposal:
 - a. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
 - b. Table of Contents - clearly identify what part of the RFQ is being addressed in each section of the submittal.
 - c. Statement of Project Understanding.
 - d. Location of office(s) at which work will be performed.
 - e. A description of the candidate firm/team, including brief history, number of employees and their disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, biography of the individual who will be assigned as primary representative to the City, etc.
 - f. A statement indicating how the candidate envisions being able to provide services to the City of Galveston and a demonstrated understanding of the high expectations of the City and its residents.
 - g. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services
 - h. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
 - i. Resumes of Key Personnel who will be assigned to provide services to the City of Galveston and who have the experience and level of expertise required along with current license numbers for Professionals who will be responsible for leading the team in their area of expertise with a statement committing the aforementioned staff.

- j. List current and relevant projects similar to this project.
- k. List of current municipal and related clients.
- l. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available.
- m. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2015, to present.
- n. A statement of the ability to provide these services within the timeframe indicated.

SECTION 8

PROPOSED SAMPLE AGREEMENT

COG has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS RFQ, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this ____ day of month, 20____, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**
823 Rosenberg Street
Galveston, Texas 77550

and

The Service Provider: **Name of Firm. ("Service Provider")**
(Address)
(Address)

for

The Project: **(XXXXXXXXXXXXXXXXXXXX)**

The Owner and the Service Provider agree as follows:

1. SERVICE PROVIDER SERVICES

The Service Provider agrees to perform the services specifically described in **Exhibit 1 (and any applicable exhibits attached herein)**, and all other professional services reasonably inferable from **Exhibit 1** and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in **Exhibit 1** and this Agreement, the terms of this Agreement shall prevail.

2. COMPENSATION

The Service Provider's compensation for professional services shall be as described in **Exhibit 1.**

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional proposal detailing the scope of the additional services and the proposed fee for those services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by the Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

3. SERVICE PROVIDER RESPONSIBILITIES

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.

The Service Provider shall perform its Services:

- (1) Standard of Care - with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) Expeditiously in accordance with the usual and customary professional standards of care, skill and diligence consistent with good consultant practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and

(3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all services in a timely manner. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for Services under this Agreement. The designated representative shall act on behalf of the Service Provider with respect to all phases of the Service Provider's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

The Service Provider shall furnish all the respective executed Appendices as required in Exhibit 2.

4. THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Service Provider with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider (collectively the "Design Documents") in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in services or Design Documents of which Owner becomes aware.

The Owner designates **(OWNER REP NAME)** as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates **(SERVICE PROVIDER'S REP)**, as its representative authorized to act in the Service Provider's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

5. INDEPENDENT CONTRACTOR

The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

6. PAYMENTS TO SERVICE PROVIDER

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due to the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

7. DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Service Provider's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Services, Service Provider shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

8. ACCOUNTING RECORDS

Records of the Service Provider's costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

9. OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.

In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

10. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

11. DISPUTE RESOLUTION

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

12. TERMINATION FOR CAUSE

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined.

13. TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Service Provider. In the event of termination not the fault of the Service Provider, the Service Provider shall be entitled to compensation for all services satisfactorily performed to the termination date provided the Service Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.

14. INSURANCE

14.01 Insurance Coverage. The Service Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of B+ or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Service Provider.

- a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:

\$1,000,000 each claim/\$2,000,000 aggregate for projects with total project cost less than \$50,000,000;

\$2,000,000 each claim/\$2,000,000 aggregate for projects with total project costs between \$50,000,000 and \$100,000,000;

\$5,000,000 each claim/\$5,000,000 aggregate for projects with total project cost greater than \$100,000,000.

For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than \$1,000,000 each claim/\$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of the Service Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this Agreement. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is

allowed to lapse or the retroactive date on the policy is advanced, then Service Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

- b) Commercial General Liability \$1,000,000 each occurrence
\$2,000,000 aggregate

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

- c) On Site Insurance: If any services are performed on Owner's premises, the Service Provider will carry and will cause its consultants also to carry the following additional insurance. The Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$100,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence

*** If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

14.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

14.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

14.01.03 Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

14.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following Owner contact.

City of Galveston
ATTN: Purchasing Contract Administrator
823 Rosenberg Street
Galveston, Texas 77550
Email: Purchasing@Galvestontx.gov

Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to Owner upon request.

14.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to the Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

14.01.06 If Owner is damaged by failure of Service Provider (or consultant) to maintain insurance as required herein, then Service Provider shall bear all reasonable costs properly attributable to that failure.

15. INDEMNITY

FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold COG of Galveston harmless, including COG's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of the Service Provider or those acting under The Service Provider's supervision or control. The Service Provider shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of COG. Service Provider shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless COG and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

16. ASSIGNABILITY

Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

17. VENUE, GOVERNING LAW

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

18. WAIVER

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

19. PROPRIETARY INTERESTS

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

19. MODIFICATION

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

20. FORCE MAJEURE

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, Pandemic, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

21. REPORTS AND INFORMATION

The Service Provider, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

22. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City: _____
City of Galveston
Attn: City Manager and City Attorney
823 Rosenberg,
Galveston, TX 77550
Telephone 409-797-3520
Email: Citymanager@galvestontx.gov

If to Service Provider: _____

Attn: _____
Address _____
Address _____
Telephone: _____
Email: _____

Notices shall be deemed effective upon receipt.

23. EXHIBITS

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Services and Compensation

Exhibit 2 – Appendix A – Proposal Document

Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 13, 19, 89 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment, Suspension Ineligibility & Voluntary Exclusion (49 CFR PART 29) Executed

24. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between the Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Company Name

By: _____

City Manager

By: _____

Company Representative

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney

SAMPLE