



City of Teague solicits qualifications for projects funded through the Flood Mitigation Assistance Grant Program, administered by the Texas Water Development Board (TWDB).

**REQUEST FOR QUALIFICATIONS:
FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION & PROJECT
MANAGEMENT SERVICES**

Sealed packets containing the required information/documents must include 3 hard copies and 1 digital copy and will be received in the office of the City of Teague, City Administrator/Secretary until 2:00 p.m. on December 30, 2019 and opened immediately in that office in the presence of the City Administrator/Secretary, City of Teague. The packet is to be delivered to the City Administrator/Secretary, City of Teague, 105 South 4th Avenue, Teague, TX 75860. Any packet received after 2:00 p.m. on the date specified will be returned unopened. All persons/entities who submit a sealed packet are hereafter referred to in this RFQ as “Respondent” or “Respondents”.

All packets must contain the following:
RFQ - TWDB - FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION &
PROJECT MANAGEMENT SERVICES

Respondent's name and return address should be prominently displayed on the envelope.

The RFQ specifications can be obtained online at www.cityofteaguetx.com.

Upon satisfactory completion of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), Respondent is to be paid via City of Teague’s normal accounts payable process and in accordance with City’s contract with TWDB and all applicable state and federal laws.

City’s Board of Aldermen reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the City.



CITY OF TEAGUE REQUEST FOR QUALIFICATIONS

GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES

OPENING DATE: Monday December 30, 2019 @ 2:00 p.m.

Sealed Requests for Qualifications (RFQ), subject to the proposal documents hereto attached, for GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES are being accepted.

Legal Name of Contracting Company

Federal I.D.# (Company Or Corporation)

Social Security # (Individual)

Telephone Number

Email Address

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address City & State Zip

INTRODUCTION

Teague, Texas (City) is soliciting for professional grant administration and project management services required to undertake a Home Elevation, Flood Mitigation Assistance Grant Project by the State of Texas, Texas Water Development Board (TWBD) through a Federal grant by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).

The REQUEST FOR QUALIFICATIONS is for your convenience in offering the referenced products and/or services for the City of Teague.

In accordance with 2 CFR Part 200, Section 200.320 (d)(4) contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Other factors include track record of successes at other counties or cities, identification and understanding of the City's needs and requirements.

Teague is appreciative of the time and effort you expended to submit an offer.

BACKGROUND

The City is located in Freestone County, Texas, at the crossroads of State Hwy 179 and US Hwy 84. It has an estimated population of 3,505. The City is Type A general law municipality.

SCOPE OF SERVICES

Teague is seeking to enter into a professional services contract with a competent consulting firm or individual to administer its Flood Mitigation Assistance Grant Project awarded through the Texas Water Development Board.

PROJECT DESCRIPTION

The purpose of this grant is to mitigate flooding by elevating 1 property in Teague to base flood elevation plus 12.5'.

TWDB Contract Number - 1700012333

FEMA approval date — September 26, 2018

TWBD approval date — May 17, 2018

Contract effective date —

TWBD contract executed — TBD

Project completion date — TBD

Total project costs - \$428,963.68

SCOPE OF WORK

The firm hired shall ensure the City's contractual obligations are met in accordance with Federal and State law. Including but not limited to:

General Grant Administration

- Fully administer all aspects of grant according to the contractual agreement with TWDB and the Flood Mitigation Assistance Grant Agreement with FEMA
- Report to local officials on the grant process
- Prepare required reports to the State
- Prepare requests for payment from the City to the property owners or contractor (as determined).
- Prepare requests for reimbursement from the City to the State
- Assist the City is evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards
- Assist the City in developing an agreement between the City and the Homeowners that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner
- Prepare reconciliation with State on all grant funds
- Prepare all reports and forms required for grant closeout
- Participate in any review or audit of grant by TVVDB, FEMA or their assignee, and address any questions, findings, or deficiencies noted

Per Parcel Project Management Services for Elevation projects

- Meet with Homeowners to overview / explain the process and detail the owner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage budget to ensure that the one home is completed within the available Federal funding
- Assist the City in ensuring that the elevation contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications.
- Ensure that professional engineer reviews all construction specifications

- Solicit elevation contractors in accordance with Federal and State procurement standards
- Provide list of qualified elevation contractors and describe the process for selection, review and approval
- Ensure Homeowner selects among the qualified contractors in the manner and method prescribed and supports the selection
- Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner
- Prepare and present Homeowner/City agreement for elevation. This agreement will provide the details of the Homeowner responsibility for hiring the elevation contractor and will have language indemnifying the City and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement
- Submit owner signed agreement to City for review and signature
- Facilitate payments to contractors from the City
- Meet with Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.
- Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the Grant. If problems are encountered, the Contractor will seek resolution from the City and the State.
- Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

Ancillary services that may be necessary to satisfactorily complete the above-listed scope of work categories include: ongoing document preparation, ongoing coordination of grant and local match funds, creation and submittal of grant payment requests to state agency, technical assistance and advice, coordination and liaison services, assistance with project modifications and amendments, real property acquisition assistance and advice. Rates for any additional services must be specified in the proposed cost of services.

STATEMENT OF QUALIFICATIONS

We are seeking to contract with a competent firm with experience in grant administration and project management services. Specifically, we are seeking those persons or firms with the following experience:

1. Management of all aspects of Flood Mitigation Assistance Grant Programs
2. Adherence to Federal standards as outlined in 2 CFR Part 200

PROPOSED COST OF SERVICES

The cost for grant administration and project management services must be included in the proposal submission.

Please note that cost is not the sole basis for selection of a service provider, see Evaluation Criteria below.

EVALUATION CRITERIA

The proposals received will be evaluated and ranked according to the following criteria for grant management services:

Criteria	<u>Maximum Points</u>
Experience	40
Work Performance	20
Performance Capacity	20
Proposed Cost	20
Total	100

PROPOSAL SUBMISSIONS

DEADLINE

Proposals must be received at 105 South 4th Avenue, Teague, TX 75860 prior to 2:00 pm on December 30, 2019. Proposals will be received and publicly acknowledged at 2:00 pm or soon thereafter. *Late proposals will not be accepted under any circumstances!*

SUBMITTAL

Completed proposal, must be in a sealed envelope clearly marked with "Bid Number 2019-___ RFQ ELEVATION GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES" written in the lower left-hand corner of the envelope containing the proposal.

PROCUREMENT SCHEDULE

Requests For Qualification (RFQ) will be available on November 14, 2019 at 11:00 a.m. Proposal submission deadline is 2:00 p.m. on December 30, 2019.

RFQ Issued	November 14, 2019
RFQ Submission Deadline	December 30, 2019 at 2:00 pm
Evaluation of RFQ's	December 30, 2019
Award of Contract (tentative)	January 21, 2020

ADDRESS

Sealed proposals may be hand-delivered or mailed to City Secretary, City of Teague, 105 South 4th Avenue, Teague, Texas 77040.

METHODS

All proposals must be returned in a sealed envelope with the proposal name clearly marked on the outside. If a delivery service is used, the proposal name must be clearly marked on the outside of the delivery service, envelope. Facsimile and electronic mail transmittals are not acceptable.

WITHDRAWAL OR ALTERATIONS OF PROPOSAL

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor guaranteeing authenticity. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the Teague City Administrator/Secretary and the approval of the City Board of Aldermen.

NO OFFER

Please indicate on your "NO OFFER" response any area/concern that may have influenced your decision to indicate "NO OFFER."

PROPOSAL OPENING

Proposals will be received and publicly acknowledged at the location, date and time stated above. Vendors, their representatives, and interested persons may be present. The proposals shall be reviewed and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept confidential during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by vendor as such.

TAX EXEMPT STATUS

The City is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in this proposal.

AWARD

It is anticipated that awards will be made January 21, 2020. Proposals submitted must be binding for not less than ninety (90) days after the date received.

PROPOSAL REQUIREMENTS

COMPLETED PROPOSAL

A completed proposal means an original containing the following:

- Vendor Identification
- Proposal Submission
- Acknowledgement and Certification Regarding Debarment, Suspension and other Ineligibility
- Contract
- Conflict of Interest Affidavit
- Conflict of Interest Questionnaire
- Proposed Contract

LEGIBILITY

Proposals must be legible and of a quality that can be reproduced.

LATE PROPOSALS

Proposals received after submission deadline will not be opened and will be considered void and unacceptable. City of Teague is not responsible for lateness of mail, courier service, etc.

DOCUMENTATION

Vendor shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS

A vendor must affirmatively demonstrate their responsibility. A vendor must also meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed delivery schedule,

3. Be able to comply with all Federal, state, and local laws, rules, regulations, ordinances and orders regarding this request,
4. Have a satisfactory record of performance,
5. Have a satisfactory record of integrity and ethics,
6. Assign only qualified personnel to perform services required under this contract, and
7. Be otherwise qualified and eligible to receive an award.

Teague may request representation and other information sufficient to determine vendor's ability to meet these minimum standards listed above.

RESPONSE PREPARATION COSTS

The City will not pay any cost incurred by any vendor in the proposal preparation, printing, demonstration, or negotiation process. All costs shall be borne by the proposing vendors with exception of costs associated with any City personnel visits to vendor offices or other client sites.

SELECTION OF CONSULTANTS

The City shall review all material submitted, and if required, schedule presentations or interviews with prospective consultants in order to select the most qualified. The City is an Equal Opportunity Employer and reserve the rights to reject any and all proposals, extend the RFQ deadline and to waive formalities in our selection.

AWARD

CONTRACT

This Proposal, and accompanying documents, and any negotiated terms, when properly accepted by Teague, shall constitute a contract equally binding between the successful vendor and City of Teague. The successful vendor may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal. No different or additional terms will become part of this contract with the exception of a Change Order.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract must be made in writing and signed by both parties.

EVALUATION CRITERIA

Criteria utilized by Teague for determining the best acceptable vendor includes, but is not limited to:

- Vendor meeting the City's specifications
- Vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty
- Vendor's previous performance, reputation, promptness,

- Minority businesses and women's business enterprises (and labor surplus area firms if City is designated) consideration,
- Any factor which could reasonably be asserted as being relevant to successful performance.

EXCEPTIONS / SUBSTITUTIONS

All proposals meeting the intent of this request for proposal will be considered for award. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the vendor has not taken exceptions and City shall hold the vendor responsible to perform in strict accordance with the specifications of the RFQ. Teague Board of Aldermen reserves the right to accept any, all, or none of the exception(s) / substitution(s) deemed to be in the best interest of the City.

REJECTION / ACCEPTANCE

It is understood that the Board of Aldermen of Teague, Texas, reserves the right to accept or reject any or all proposals for any or all materials and / or services covered in this proposal request. Additionally, it is understood that the City may waive discrepancies or defects in the proposal or to accept such Proposal, City shall deem to be in the best interest of Teague. Receipt of any proposal shall under no circumstances obligate Teague to accept the lowest dollar proposal.

ADDITIONAL INFORMATION

The City may request additional information to further clarify, explain or validate the contents of any response in this RFQ. All information must be submitted to the City in writing within three (3) business days of the City's request.

CONTRACT ADMINISTRATION

Under this contract, Theresa Prasil, City Administrator/Secretary, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the Teague Board of Aldermen and the successful vendor. In order to ensure fair and objective evaluation, all questions related to this RFQ should be addressed to the person named above.

NEGOTIATIONS

City of Teague reserves the right to negotiate the contract in accordance with Local Government Code Chapter 252 for requests for proposals.

CONTRACT AWARD

The award of this contract shall be made to the responsible vendor whose proposal is determined to be the best evaluated vendor resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposals

FUNDING

Funding for this contract is provided by the State of Texas, Texas Water Development Board through a Federal grant by the U.S. Department of Homeland Security, Federal Emergency Management Agency. Funding for this contract is dependent on the availability of these funds.

Successful Vendor herein acknowledges and agrees that this contract does not create a debt against the City of Teague, the State of Texas, or the Texas Water Development Board, and that this contract is subject to the appropriation of funds by City of Teague, Texas.

TERMS AND CONDITIONS

CONFLICT OF INTEREST

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171, including, but not limited to, Local Government Code §171.002 and §171.003.

Further, the Vendor represents and warrants that the Vendor has no actual or potential conflicts of interest in providing the deliverables required by this contract to the City. Vendor represents that the provision of services under this contract will not create an appearance of impropriety. The Vendor also represents and warrants that, during the term of this contract, the Vendor will immediately notify the City, in writing, of any potential conflict of interest that could adversely affect the City creating the appearance of a conflict of interest.

The Vendor represents and warrants that neither the Vendor nor any person or entity that will participate financially in this contract has received compensation from the City, or any agency of the State of Texas for participation in the preparation of specifications for this contract. The Vendor represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this contract.

DISCLOSURE REQUIREMENTS

All prospective vendors shall complete the conflict of interest questionnaire and submit it with their proposal in accordance with Local Government Code, Chapter 176. (The Texas Legislature passed House Bill 914 during the 2005 Legislative Session which requires the conflict of interest questionnaire to be completed. Amendments were made in 2007 and 2015. These can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS

The vendor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Teague.

INSURANCE/BOND

If selected, Vendor is required to submit proof of insurance. Professional insurance (liability or other appropriate product) is required from an insurer qualified to do business in Texas. Respondents shall submit a certificate of insurance evidencing such coverage.

TERMINATION OF CONTRACT

This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and/or services ordered or 3) terminated by either party with thirty (30) days written notice

prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. In the event the contract is cancelled, the City reserves the right to award to the next best proposal, as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT

Teague reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-Performance of the vendor shall be a basis for termination of the contract by the City. Teague reserves the right to terminate the contract immediately in the event the successful vendor fails to: 1) meet delivery or completion schedules, or 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award the proposal to another vendor, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful vendor. The City shall not pay for any commodities/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

FORCE MAJURE

Neither party shall be responsible for delays caused by "Acts of God", non-city governmental processes, national emergency or any other causes beyond their reasonable control. Upon the discovery of such an event, the affected party shall notify the other and arrange a meeting to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the work.

COMPLIANCE WITH LAWS

The successful vendor shall comply with all applicable Federal, state and local laws and regulations.

EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and the 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 Vendor 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.

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

The Vendor 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.

In the event of the Vendor'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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Vendor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- If subcontracts are to be let, to take the affirmative steps listed in above paragraphs.

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and § 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

COPELAND "ANTI-KICKBACK" ACT

The Vendor must comply with the Copeland "Anti- Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Vendor must report all suspected or reported violations.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DRUG FREE WORKPLACE

During the performance of this contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

CLEAN AIR ACT

The Vendor agrees to comply with the Clean Air Act (42 U.S.C. § § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. § 12511387), as amended—Contracts and Subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235),"Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

PUBLIC INFORMATION ACT

The Vendor acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this contract are subject to public disclosure under the Public Information Act, Vernon's Texas Codes Annotated, Government Code, Chapter 552. The Vendor shall produce all documents upon request of the City within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.

ACCURATE AND TIMELY RECORD KEEPING

The Vendor warrants and represents that he will keep timely, accurate and honest books and record relating to the work performed and the payments received under this contract according to generally accepted accounting standards. Further, the Vendor agrees that he will create such books and records at or about the time the transaction reflected in the books and records occurs.

RIGHT TO AUDIT

The Vendor and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this contract. The Vendor shall make such documents and records available for examination and audit by the City or any other authorized entity of the State of Texas. The Vendor's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the completion of the Vendor. By executing this contract, the Vendor accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this contract. The Vendor shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The Vendor agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The contractor also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with all state funds received pursuant to the subcontract.

The Vendor shall make such documents and records available for examination and audit by the Federal government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

TRAVEL

In accordance with the TWDB contract, all travel expenses must show names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Mileage reimbursement must include names, dates, and points of travel of individuals. All expenses must

for reason for expense with Itemized receipts to evidence the amount incurred (Note: non-itemized credit card receipts will not be accepted).

INVOICING

Invoices shall be sent directly to the City of Teague. Payments will be processed within thirty (30) days after receipt of invoice or items, whichever is later. Invoices must show tasks that were performed, time period the work was performed, the percent and cost of each task completed.

PAYMENT

Payment shall be made by check from the City upon satisfactory completion and acceptance of items and submission of a valid invoice. Payments shall be made in accordance with the State of Texas Prompt Payment Act, Vernon's Texas Codes Annotated, Government Code Title 10, Subtitle F, Chapter 2251. Successful vendor is required to pay subcontractors within ten (10) days after the successful vendor receives payment from the City.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Teague, Freestone County, Texas.

ASSIGNMENT OF CONTRACT The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the City of Teague's Board of Aldermen.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

HOLD HARMLESS AGREEMENT

Vendor shall indemnify and hold City of Teague harmless from all claims for personal injury, death and / or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this proposal, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this proposal. Certification of such coverage must be provided to the City upon request.

WAIVER OF SUBROGATION

By virtue of acceptance of this contract, both contractor and insurance carrier waive any and all rights whatsoever with regard to subrogation against Teague as an indirect party to any suit arising out of personal or property damages, resulting from contractor's performance under this agreement.

Questions On RFQ

All questions on this RFQ must be submitted in writing to Theresa Prasil, City Administrator/Secretary, via email to administrator@cityofteaguetexas.com no later than December 12, 2019 at 5 p.m. All questions will be answered and the responses posted online at www.cityofteaguetx.com by 5 p.m. on December 19, 2019

ADDENDA

Acknowledgement of the addenda, if any were issued to change the original RFQ as a result of questions or other reason, must be included.

PROPOSAL SUBMISSION / INFORMATION FROM VENDOR

The RFQ received from the vendor should include each of the following sections in the numbered order as noted below. If additional sections are needed by the vendor to highlight their services or provide additional information, such sections are to be added after the required sections.

Instructions: Please answer the questions listed below. Pre-printed product literature regarding your services is acceptable but not required.

Section 1 - Vendor Information

Please include the following information on the primary contact representative:

- Name
- Address
- Title
- Telephone Number
- FAX Number
- E-mail address

Please indicate if this person has the binding authority to enter into contracts.

Section 2 — Solution Framework Summary

Please provide a summary of your solution for the grant administration and project management services.

Section 3 — Proposal Narrative with Task and Time Line

The City places a premium on the respondent's approach to the project and the ability to present a scope of services that will ensure successful and timely completion of the project.

The narrative should be clear, concise and complete.

Include a detailed time line in the proposal; including start date and task outline.

Be clear in the proposal, what responsibilities will be assumed by the vendor and what responsibilities will be required of the City.

If any section leaves out what you consider crucial or valuable information, please include it in your proposal.

Section 4 — Profile / History

Provide a brief history and profile of your company. How many years has the company actively provided grant administration and project management services to local governments?

Include additional information such as:

1. When it was founded.

2. Type of legal entity (i.e. corporation, partnership, etc.).
3. Names of owners, if privately owned.
4. A Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the timeline.

Section 5 - Client Base

Proposals should list client base for similar projects. Contact information should be supplied.

Provide the dates for each project and whether an extension of time was requested and/or approved.

The City places a premium on the number of successful projects that the respondent has undertaken that are similar to the City's current project.

Please list any and all audit findings that resulted from the administration of these programs.

Section 6 - Resumes of Personnel Assigned to Project

Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Vendors must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFQ.

Section 7 — Proposed Cost of Services

Include proposed fee structure including billing rates, hourly rates, reimbursable expenses, etc. Include proposed cost by Scope of Work category for grant administration and project management services. Preferences will be given to firm fixed pricing.

CITY OF TEAGUE RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY PROPOSALS SUBMITTED, AND TO WAIVE ANY TECHNICALITIES FOR THE BEST INTEREST OF THE CITY.

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

Standard Contract for General Services

The following is a Standard Contract with the City of Teague for example purposes only. Contractor is to submit proposed contract.

**CITY OF TEAGUE
STANDARD CONTRACT FOR GENERAL SERVICES**

I. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the scope of services fully described in Section V Attachment _____ and fully incorporated by reference for all purposes.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city administrator/secretary may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's Board of Aldermen do not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year.

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Freestone County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

O. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

P. Boycott Prohibition. Contractor must provide a written verification that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Q. Conflict Disclosures. Contractor must make all required conflict disclosures under Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

III. Additional Terms or Conditions.

A. Contractor agrees to comply with all City Codes and state and federal laws.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

A. Contractor's Additional Contract Documents:

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF TEAGUE

CONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____

(End of sample contract)

=====

By my signature below, I certify that this proposal meets or exceed the requirements of this RFQ. (A signed copy of this RFQ must be included in your proposal to be accepted.)

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____, 2019