

**Publication Date:** September 7, 2024

And

September 14, 2024

## **PUBLIC NOTICE**

### **COMPETITIVE RFP GENERAL MANAGEMENT PROFESSIONAL SERVICES FOR ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The City of La Feria is planning on a submitting grant funding application to the Environmental Protection Agency (EPA), Community Changes Program (CCP), and as such, is requesting proposals for Professional General Management Services associated with preparation of the grant application and program management and implementation of the EPA program, if funded.

RFPs must be received in the City Hall no later than **Friday, September 20, 2024 at 11:00 a.m.** and must be addressed and sent to the **City Hall, 115 East Commercial Avenue, La Feria, Texas 78559**. RFPs will be opened in the same location and scored prior to the selection and awarding of contracts at the next City Council meeting. RFPs will be opened in the same location at the City Council next meeting. Interested Offerors may request a copy of the RFP packet by calling the City Secretary at 956-797-2261.

The City is an equal employment opportunity employer.

**CITY OF LA FERIA**  
COMPETITIVE RFP GENERAL MANAGEMENT PROFESSIONAL SERVICES  
FOR ENVIRONMENTAL PROTECTION AGENCY (EPA)

DATE DUE: **SEPTEMBER 20, 2024** DUE NO LATER THAN **11:00 A.M.**

RFP's will be opened at the La Feria City Hall, 115 East Commercial Avenue, La Feria, Texas 78559 at 11:01 a.m. on deadline due date. RFPs received later than the date and time above will not be considered.

Please return **ORIGINAL AND TWO (2) COPIES** RFP in sealed envelope. Be sure that return envelope shows the Description and is marked "SEALED RFP".

RETURN RFP TO:  
by U.S. mail or delivered to the:  
La Feria City Hall, 115 East Commercial Avenue; La Feria, Texas 78559  
**No email delivery will be accepted.**

For additional information or to request an addendum call: City Secretary at 956-797-2261. **YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

All prices must be typewritten or written in ink.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Print Name: \_\_\_\_\_

How did you find out about this RFP? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

If yes what County: \_\_\_\_\_

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by City Council (when applicable) signed by the Mayor).

## CHECKLIST

Proposers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the City immediately. It is the Proposer's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

\_\_\_\_\_ Cover Sheet

Your company name, address and your signature (IN INK) should appear on this page.

\_\_\_\_\_ Instructions to Proposers

You should be familiar with all of the Instructions to Proposers.

\_\_\_\_\_ Special Requirements

This section provides information you must know in order to make an offer properly.

\_\_\_\_\_ Specifications/Scope of Work

This section contains the detailed description of the product/service sought by the City.

### Attachments

\_\_\_\_\_ Attachments A, B, C, Be sure to complete these forms and return with packet.

Other – Final Reminders To double check before submitting RFP

\_\_\_\_\_ Is your RFP sealed with RFP #, title, Proposer s' Name, & return address, on outside?

\_\_\_\_\_ Did you complete, sign and submit page 2?

\_\_\_\_\_ Did you attach copy of SAM certification as Attachment A?

\_\_\_\_\_ Did you provide the number of copies as required on the cover page?

\_\_\_\_\_ Did you provide a supplemental budget work sheet identifying personnel and non-personnel costs in accordance with the prevailing Wage Rate Determination for Personal Services?

If not interested in Bidding, please let us know why by calling the City Secretary at 956-797-2261.

## INSTRUCTIONS FOR SUBMITTING RFP'S

### COMPETITIVE RFP GENERAL MANAGEMENT PROFESSIONAL SERVICES FOR ENVIRONMENTAL PROTECTION AGENCY (EPA)

These General Instructions apply to all offers made to City of La Feria, Texas (herein after referred to as "City") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums – if issued – should be reviewed. These Addendums must be signed and returned with your RFP in order to avoid disqualification. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy. Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at:

Review this document in its entirety. Be sure your RFP is complete, and double check your Bid / RFP for accuracy. The City of La Feria is an Equal Employment Opportunity Employer.

The City is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

**GOVERNING FORMS:** In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The City's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFP is governed by the competitive RFP requirements of the Texas Purchasing Act, Texas Local Government Code, 262.021 et seq, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that the City may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Cameron County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, and C and (supplemental budget work sheets) and return all with your RFP response.

#### CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity. This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government not later than the 7<sup>th</sup> 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than

September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (City Secretary's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. City of La Feria, Texas requires all persons or firms seeking to do business with the City to provide the following information if the person becomes aware of facts that require this statement to be filed. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with City Secretary's Office subject to above instructions.

TEXAS ETHICS COMMISSION FORM 1295

All RFPs prior to award or award of Contract by the City Council will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on-line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to City Council for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to the City making the request for form. This process must be completed prior to City Council Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – online "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

[Yhttps://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and City Offices are officially closed on the RFP deadline day, RFP's will be received until 11:00 a.m. of the next business day. RFPs will be opened at the La Feria City Hall, Southwest Agnes Street, Texas 78559.

RFP's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the City Secretary. The process will be conducted in the City Hall.

SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding outcome of award.

PROPOSERS MAY ATTEND PUBLICLY HELD CITY COUNCIL MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held City Council meeting relative to the outcome / award of this solicitation. City Council Meeting agenda date and times may be obtained from the City Secretary.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON SUBMITTING YOUR REPOSE

1. ORIGINAL AND TWO (2) COPIES OF RFP's MUST BE SUBMITTED Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the City Hall BEFORE the hour and date specified.
2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFPs CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by PROPOSER or PROPOSER'S authorized agent. No RFP can be withdrawn after opening time without approval by the City Council based on a written acceptable reason.
4. The City is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the City Secretary.
5. Written and verbal inquires pertaining to RFP's must give RFP Number and Company.
6. The City reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The City reserves the right to award by item category or by total RFP. The City also reserves the right to award either with or without trade-in, if applicable. the City retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The City reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The City reserves the right to add additional pre-requisites (at a later time during this RFP award) as the need arises.
7. This is an RFP inquiry only and implies no obligation on the part of the City.
8. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by City.
9. Partial RFP's will not be accepted. All RFP requests must be addressed in the Offeror's submittal. To be awarded by total RFP.
10. If PROPOSER takes no exception to specifications or reference data, he will be required to provide details etc. as specified.
11. It is the responsibility of the PROPOSER to ask any and all questions the PROPOSER feels to be pertinent to the RFP

The City shall not be required to attempt to anticipate such questions. The City will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful PROPOSER shall not deliver products or provide services without a contract approved by the City Council and signed by an authorized agent of the City.

TESTING: The City reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. The City reserves the right to make the final determination as to equivalents.

COMPETITIVE RFP GENERAL MANAGEMENT PROFESSIONAL SERVICES  
FOR ENVIRONMENTAL PROTECTION AGENCY (EPA)

**SCOPE OF WORK**

The City of La Feria is planning on submitting grant funding applications to the Environmental Protection Agency (EPA), Community Changes Program (CCP), and as such, is requesting proposals for Professional General Management Services associated with preparation of grant applications and program management and implementation of the EPA program, if funded. RFPs must be received in the City Hall no later than **Friday, September 20, 2024 at 11:00 a.m.** and must be addressed and sent to the **City Hall, 115 East Commercial Avenue, La Feria, Texas 78559.**

A. General Statement:

I. The Professional Administration/Management Firm/Consultant to be hired is to provide grant application(s) and contract-related management services to the City, including but not limited to the following areas:

Pre-Award\*--(services associated with developing and requesting funding assistance), including:

- Pre-Application and Application Development including Scope of Work (SOW), budget, and schedule in accordance with applicable program funding guidelines and instructions and in coordination with the City and Project Engineer(s).
- Coordinate response(s) to funding agency requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA) with engineer or local staff
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Attend workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)
- Such other work as may reasonably be associated with pre-award support of Mitigation Projects

Management Activities - (services associated with administering funding assistance), including but not limited to:

- Record keeping and financial management
- Geocoding mitigation projects identified for further review by funding agency
- Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, appraisal coordination, outreach, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Project Monitoring: monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements
- Such other work as may reasonably be associated with Management Activities in support of Mitigation Projects
- Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:
  - The approved SOW was fully implemented
  - All obligated funds were liquidated and in a manner consistent with the approved SOW
  - All EHP compliance grant conditions were implemented and documented as required
  - The project was implemented in a manner consistent with the Federal award or subaward agreement
  - The pass-through entity submitted the required quarterly financial and performance reports
  - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout)

The funding entity may request additional information after the pre-application has been submitted to ensure that all necessary information is received. Services include:

- Application Development and Submission– basic project information gathering (identifying latitude/longitude for each location, obtaining signed Voluntary Participation Agreement (VPA) forms,

obtaining signed Duplication of Benefits Affidavit, photos for each location from all four sides, photos of outbuildings of properties to be acquired, maps for each location); hazard information gathering; property inventory; alternative solution development; basic property appraisal determinations; developing project scope of work, cost estimates and schedules

- Act as liaison between Federal and State funding entities and the project engineer
- Provide advice regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA)\*\*
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach (e.g. advertising, neighborhood meetings, household meeting)
- Initial structure elevation for elevations and reconstructions
- Such other work as may reasonably be associated with pre-award support of Mitigation and Construction Projects

Management Activities – (services associated with administering funding assistance in accordance with the respective funding agency’s guidelines), including but not limited to:

- Coordinate and assist project engineers
- Coordinate and document the development and submittal of the grant application
- Assist the City three project components, including infrastructure, housing and community facilities tracks in accordance the EPA, Community Change NOFO guidelines.
- Verify that all required subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21, that all properties identified in the pre-application, application, and/or sub application have been acquired, and that the Model Deed Restriction language was recorded with each corresponding deed.
- Record keeping and financial management
- Geocoding mitigation projects identified for further review by the funding entity
- Delivery of technical assistance (e.g., plan reviews, BCA reviews\*\*, EHP data gathering, appraisal coordination, planning workshops, training) to support the implementation of project activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Post-Award public outreach, as necessary
- Project closeout

The City is applying for funding to implement any and all programs and activities for which the city is eligible for and as authorized by the City Council. Such eligible activities are prescribed by the EPA’s Notice of Funding Opportunity (NOFO), EPA-R-OEJECR-OCS-23-4. Any eligible related activities identified may include:

- (1) Meet the definition of development activities and be consistent with EPA’s NOFO guidelines and instructions, including scope of work and budgets that are consistent with such guidelines and instructions.;
- (2) Address the current and future risks as identified in the City’s Needs Assessment of most impacted and distressed areas; and
- (3) Meet a national objective, including additional criteria for allowable program activities and Covered Projects. The action plan must describe how funded activities satisfy these requirements.

Accordingly, the providers will develop action plans to address identified risk-based barriers, incorporating significant current and future risks and providing a substantive basis for the activities proposed. To complete this assessment, the contractor/provider(s) will advise the City’s administration during the pre-award phase of prospective funding from such sources so as to authorize the submittal of such grant/loan application(s). The contractor/provider will further take the following steps and assist the City as necessary:

- The City will develop or amend its citizen participation plan for disaster recovery to provide for the mitigation funding.
- The City will further consult with stakeholders, including required consultation with affected local governments and public housing authorities.
- The City will conduct a 30 days comment period prior to the submission of an action plan; the



contractor/provider with assist the City submitting documentation for the certification of financial controls and procurement processes, and adequate procedures for grant management.

- The contractor/provider will assist the City with publishing its action plan for mitigation on its public website for no less than 45 calendar days to solicit public comment and convening the required number of public hearings on the proposed plan.
- The contractor/provider will assist the City in responding to public comment and submitting its action plan using applicable Federal forms and certifications, its implementation plan and capability assessment submissions in accordance with the requirements, and projection of expenditures and outcomes to EPA and/or State agency.
- The contractor/provider will assist the City in requesting and receiving EPA Grant Reporting (DRGR) system access and, as necessary, enter activities into the DRGR system before or after submission of the action plan to EPA. The contractor/provider will further assist the City with any activities requiring changes as a result of EPA's review must be updated once EPA approves the action plan. The contractor/provider will assist the City with resubmitting the action plan corrections within 45 days of the notification.
- The contractor/provider will assist the City, if approved, with any draw down funds after the City, as the Responsible Entity, completes applicable environmental review(s) pursuant to 24 CFR part 58 and, as applicable, receive from EPA's the Authority to Use Grant Funds (AUGF) form and certification.
- The contractor/provider will assist the City with submitting any Substantial amendments, as may be required, are subject to a 30-day public comment period, including posting to the City's website, followed by a 60-day review period for EPA.
- The contractor/provider must include in its offer documentation (i.e. letter of understanding or memorandum of understanding) of its partnership or joint venture with two (2) or more IRS tax-exempt, 501(c)(3) non-profit organizations, otherwise known as community-based organization (CBO).

II. Statement of Proposals - the City is seeking to contract with a competent Professional administration/management firm/consultant experienced in grants/contracts application and administration. Specifically, it is seeking those consultant(s) or firm(s) with the following Proposals:

- Related experience in applying for and managing federally funded local public works construction projects
- Related Experience / Background with specific project type
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

As such, please provide within your proposal a list of referrals from past local government clients, as well as the resumes of all employees who will or may be assigned to provide technical assistance to the City on this project if your firm is awarded this management services contract.

III. Statement of Qualifications - The City is seeking to contract with well-qualified service provider(s) experienced in grants/contracts application and management. Please provide the following information:

- A brief history of the proposing entity, including general
- background, knowledge of and experience
- working with relevant agencies
- Related experience in applying for and managing federally funded construction projects.
- A description of work performance and experience with mitigation programs
- A description of the service provider's capacity to perform the requested scope of work as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources and the ability to carry out the scope of work requested in a timely manner.

IV. Proposed Cost of Services –Services under this RFP may include any or all proposed personnel and non-personnel costs of the eligible activities listed in Section II. In order to establish a basis for cost comparison, provide a firm fixed-price cost proposal for each of the currently proposed project(s) described below or the percentage allowed by the enabling guidelines and instructions for General

Administration Project Delivery. Cost proposals should include any additional services required to implement the currently proposed project(s) described below. Providers are required to refer to the prevailing Wage Rate Determination (WRD) for Personal Services found in SAM.gov as a guide in providing information on equivalent hourly rates for equivalent job positions

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.

Category	Proposed Costs	Percent of Budget
Project Implementation of Activities/Products		
General Administration		
Profit		
Total		

**Attach supplemental budget work sheets as required.**

Percentage of Profit: \_\_\_\_\_ (please indicate if profit varies by Project Activity)

- V. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Scoring Rate exhibit:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	10
Proposed Cost	20
Total	100

Proposals will scored for the completeness of the document to include submittal ALL required forms and documents as specified. Submitted proposals lacking any of the required forms or documents with be considered as non-responsive.

VI. Submission Requirements

- **SUBMITTAL REQUIRED:** Proposals must include services for all applicable programs, including partnership agreements with two or more IRS tax-exempt, 501(c)(3) non-profit organizations. The City reserves the right to request from the Offerors documents ascertaining the non-profit status with the 1) IRS, 2) active SAM registration, 3) State Comptroller of Public Accounts, and 4) the State Secretary of State.
- **SUBMITTAL REQUIRED:** Offerors are required to provide a personnel position(s) listing by job title, full-time or part-time, and hourly rate consistent with the prevailing Department of Labor Wage Rate Determination (WRD) for Personal Services.
- **SUBMITTAL REQUIRED:** A statement of conflicts (if any) the proposing entity or key employees may have regarding these services.
- **SUBMITTAL REQUIRED:** System for Award Management (SAM). Consultant/Firm is not debarred or suspended from either the Excluded Parties List System (EPLS) in the System for Award Management (SAM) or the State of Texas Comptroller Debarred Vendor List. Include verification

that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date.

- **SUBMITTAL REQUIRED:** Form CIQ, enclosed in Exhibit B. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or persons' employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- Certification Regarding Lobbying, enclosed in Exhibit B. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- Form 1295, enclosed in Exhibit B. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- Required Contract Provisions. Applicable provisions enclosed in Exhibit C must be included in all contracts executed as a result of this RFP.

VII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) 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;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) 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.

VIII. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 6) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 7) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8) 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;
- 9) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 10) 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.

Exhibit A  
 Competitive RFP for Environmental Protection Agency (EPA) Community Changes Program  
 Rating Sheet

Sub-grantee City of La Feria

Date of Rating \_\_\_\_\_

Name of Respondent \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Experience -- Rate the respondent for experience in the following areas:

	<u>Max.Pts.</u>	<u>Score</u>
Comments:	=====	=====
Subtotal, Experience	40	=====

Work Performance

	<u>Max.Pts.</u>	<u>Score</u>
Comments:	=====	=====
Subtotal, Performance	30	=====

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

	<u>Max.Pts.</u>	<u>Score</u>
Comments:	=====	=====
Subtotal, Capacity to Perform	10	=====

Proposed Cost

	<u>Max.Pts.</u>	<u>Score</u>
Comments:	=====	=====
Subtotal, Proposed Cost	20	=====

TOTAL SCORE

Factors	Max. Pts.	Score PTS. Awarded
• Experience	40	_____
• Work Performance	30	_____
• Capacity to Perform	10	_____
• Proposed Cost	20	_____
Total Score	100	_____

**ATTACH COPY OF SYSTEM OF AWARD MANAGEMENT  
(SAM) CERTIFICATION**

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this RFP and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this RFP and/or application had one or more public transactions terminated of cause or default.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the Proposer is unable to certify to all of the statements in this Certification, such Proposer should attach an explanation to this RFP.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meet requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
	Date Received

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

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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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3.  Name of local government officer about whom the information in this section is being disclosed.

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Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?  
 Yes       No

B. Is the vendor 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 services as an officer or director, or holds an ownership interest of one percent or more?  
 Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4.

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Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

DISCLOSURE OF INTERESTS

City of La Feria, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FIRM is:            1. Corporation (    )                    2. Partnership (    )                    3. Sole Owner (    )  
                         4. Association (    )                    5. Other (    ) \_\_\_\_\_

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of City Council of City of La Feria, Texas having Substantial Interest in Business Entity Local Govt. Code 171.002



DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the persons' gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of La Feria as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

**PARTNERSHIP DOCUMENTATION WITH IRS TAX-EXEMPT, 501(c)(3)  
ORGANIZATIONS**

## GENERAL TERMS & CONDITIONS (RFP)

**ADDENDA:** If RFP specifications, terms or conditions are revised, the City of La Feria will issue an addendum addressing the nature of the changes and notify interested potential respondents. Respondents must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Respondent's submittal.

**ADVERTISING:** Unless otherwise required by law, respondents to City's RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** City of La Feria may hold RFP responses for a period of sixty (60) days. The City reserves the right to reject any or all responses to RFPs. The City reserves the right to award a contract, if any, based on the Respondent's response when compared to the EVALUATION CRITERIA (AS STATED IN RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one Respondent. The City Council reserves the right to determine the method and procedures for the final award of all RFPs at any time they so choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into between an RFP respondent and the City will likely require a performance guarantee or bond, the City will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the City shall have the right to cancel all or any part of the undelivered portion of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the City may have in law or equity. Cancellation of work hereunder shall be affected by the delivery to the Respondent of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work under the contract is or cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the City in accordance with this provision. The City shall have the right to cancel all or any part of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the City may have in law or equity. Termination of work hereunder shall be affected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

**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 will be made in writing by mutual consent of the Respondent and the City.

**CONTRACT RENEWALS:** Contract Renewals must receive City Council approval. For contract renewal status and information, please contact City Secretary at 956-797-2261. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option requires that the Respondent must notify the City of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the City sufficient time to find an alternative vendor if possible. Respondent fails to notify the City within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Respondent agrees as follows: 1.) Respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Respondent will furnish such relevant information and reports as requested by the City for the purpose of determining compliance with these regulations; and 4) failure of the Respondent to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF RESPONDENT: Upon submitting a response to this RFP, Respondent certifies that the Respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the City believes that collusion exists among the respondents. If multiples are submitted by a respondent and, after all responses to the RFPs are opened, one or more of the responses are withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a respondent from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of the City. Evaluations shall be based on criteria bearing on performance in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Mayor and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to respondents and the City Council upon request. Evaluation sheets and summary of all responses are subject to review by the City and Evaluation Committee's recommendation to the City Council. Compliance with all RFP requirements, delivery and needs of the using department are considerations in evaluating responses. The City reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The City further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Respondents responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the City within five (5) business days from the date of the RFP award by the City Council. Debriefing questions must be submitted (in writing - to the Mayor's Office) no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Respondents are given the opportunity to ask questions of the Evaluation Committee relative to their responses and scores received by the Respondent.

Protests are made: City Hall; c/o City Secretary; 115 East Commercial Avenue, La Feria, Texas 78559.

1. To the Mayor after the debriefing conference. Respondent protests shall be received, in writing, by the Mayor within five (5) business days after the debriefing conference.
2. To the Protest Committee, only after the protest to the City was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Respondent has received notification from the Mayor of the decision.

Grounds for protest:

1. Errors were made in computing the score.
2. The City failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Respondents shall include, in their written protest to the City, all facts and arguments upon which they rely. Respondents shall, at a minimum, provide:

1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.

3. Specific and complete statement of the City's action(s) protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the City's written decision on the protest.

Review Process:

1. Upon receipt of a Respondent protest, the Mayor shall postpone further steps in the acquisition/procurement process until the Respondent protest has been resolved.
2. The City's internal protest review procedures consist of the following: a) The City perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Respondent. b) A written decision will be delivered to the Respondent within five business days after receipt of the protest, unless more time is needed. The protesting Respondent shall be notified if additional time is necessary.

Final Determination - The final determination shall:

1. Find the protest lacking in merit and uphold the agency's' action; or
2. Find only technical or harmless errors in the agency's' acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the Respondent solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Protest Committee Review Process: Protests to the Protest Committee may be made only for Protest Committee approved acquisitions and only after review by Mayor's Office. Protests of the decisions of Mayor's Office shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of the City in order to be considered. The resulting decision is final with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding "out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Respondent from the using department without penalty of any kind or form to the City. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Respondent.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the City, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of the City or City entities (if any such relationships exist) must be attached and included with RFP submitted. The City may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent, or representative of the Respondent, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities. Consistent and continued tie RFP responses could cause rejection of an

RFP response by the City and/or investigation for Anti-Trust violations. Respondent guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Respondent is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist the City in the percentage tracking of HUB utilization.

**INSURANCE:** The Respondent shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Respondent and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, must be acceptable to the City. It shall be the responsibility of the Respondent to maintain adequate insurance coverage at all times. Failure of the Respondent to maintain adequate coverage shall not relieve the Respondent of any contractual responsibility or obligation.

**SCANNED RE-TYPED RESPONSE - FLOPPY DISK:** If in its RFP response, Respondent either electronically scans, re-types, or in some way reproduces the City's published RFP package, then, in event of any conflict between the terms and provisions of the City's published RFP specifications or any portion thereof, and the terms and provisions of the RFP response made by Respondent, the City's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the City's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of 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 be used.

**SUPPLEMENTAL MATERIALS:** Respondents are responsible for including all pertinent data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the RFP, must also be in the returned RFP package. Failure to include all necessary and proper supplemental materials may cause to reject the entire RFP.

**USAGE REPORTS:** The City reserves the right to request and receive at no additional cost up to two (2) times during the contract period, a usage report detailing services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the City department using the services with a description of services rendered, the unit and total price.

**WARRANTY:** Respondents may not limit or exclude any implied warranties. Respondent warrants that services provided to the City shall conform to the highest commercial and/or Professional Engineering standards in the industry.

#### APPLICABLE LAW

**ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the City. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party and the City Council.

**CONTRACT OBLIGATION:** The City Council must award any resulting contract and the Mayor or other person authorized by the City Council must sign the contract before it becomes binding on the City or the Respondent. City staff are NOT authorized to sign agreements for the City. Binding agreements shall remain in effect until the contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP of any provision herein described will not be construed as to relieve the Respondent of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing

to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Respondent, shall indemnify and hold the City harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Respondent's performance. Respondent shall procure and maintain, with respect to the subject matter of this RFP, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Respondent's liability as may arise directly or indirectly from work performed under terms of this RFP. Certification of such coverage must be provided to the City upon request.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**LATE RESPONSES:** RFP responses must be received by the City before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The City is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**REMEDIES:** The successful Respondent and City agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFP process and any resulting contract, whenever a respondent or the City in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract. The Respondent shall specifically state acceptance of these terms and conditions as a basis for providing the City with a response. The Respondent shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The City may accept or reject any suggestions in accordance with law.

## PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS

### TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.
2. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Firm. If this Agreement is terminated for convenience, the City will pay the Firm for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the Proposals of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
5. Personnel.
  - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City 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.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall



retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
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 Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
  - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG award between funding entity and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between funding entity and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
  - c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG award between funding entity and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between funding entity and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this Agreement, the Firm agrees as follows:

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include provisions (a) through (c) in every subcontract or purchase order, unless exempted.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies 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 this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by EPA assistance or EPA-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of EPA assistance for housing.
  - b. The parties to this Agreement agree to comply with EPA's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the Proposals for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
  - f. Noncompliance with EPA's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future EPA assisted contracts.
  - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).