

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

RFQ No: ES-02-14

Engineering Services Division

**Professional Services
Storm Water Engineering Services**

**RFQ SUBMITTAL DEADLINE
May 15, 2014, 2:00 PM Local Time**



**City of San Angelo
72 West College Avenue
San Angelo, Texas 76903**



TABLE OF CONTENTS

Section	PAGE
1. GENERAL.....	2
SCOPE OF SERVICES.....	2
TERM	2
QUALIFICATION	2
DISQUALIFICATION	3
CONFIDENTIALITY.....	3
SELECTION.....	3
2. DEADLINE AND DELIVERY LOCATION	4
DEADLINE.....	4
PROPOSAL COPIES.....	4
SEALED ENVELOPE ADDRESSING INSTRUCTIONS	4
DELIVERY INSTRUCTIONS	4
POINTS OF CONTACT.....	4
3. SCOPE OF PROFESSIONAL SERVICES REQUIRED	5
4. REQUEST FOR QUALIFICATIONS FORMAT	5
A. EXECUTIVE SUMMARY	5
B. STATEMENT OF QUALIFICATIONS	5
5. PROFESSIONAL SERVICES AGREEMENT CONTRACT (DRAFT)	7
6. RESTRICTIONS ON COMMUNICATION	25
7. EVALUATION PROCESS	26
EVALUATION CRITERIA	26
8. SUBMISSION FORMS	27
DISCLOSURE OF CERTAIN RELATIONSHIPS	27
LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO.....	29
DEBARMENT AND SUSPENSION CERTIFICATION	30
ADDENDUM ACKNOWLEDGEMENT	32
REFERENCES	33
LOCAL REFERENCES	35
LETTER OF INTEREST.....	37



1. GENERAL

The City of San Angelo Engineering Services Division is seeking a response to this Request for Qualifications (RFQ) for Texas licensed and qualified engineering firms to provide engineering, planning, consultation, design, drafting, and other related services regarding storm water and storm water programs for the City of San Angelo's Storm Water Management Program for the Small Municipal Separate Storm Sewer System (MS4) Permit TXR040000.

It is the intention of the City to retain the services of the best-qualified professionals.

SCOPE OF SERVICES

City of San Angelo Storm Water Management Plan for the Small Municipal Separate Storm Sewer System (MS4) Permit TXR040000

The anticipated scope of services shall include, but not be limited to, the following:

- Training of applicable City staff about the MS4 permit
- Prepare, attend, and present items or presentations to City staff or City Council
- Preparation and submittal of the SWMP, NOI, or changes to the Existing MS4 permit per TCEQ's and the State of Texas' changes and requirements
- Preparation and submittal of annual reporting documents including, but not limited to the Annual Report to TCEQ
- Consultation, design, engineering, drafting, planning, and costing processes relating to storm water and the SWMP
- Public notice and public hearing assistance
- Other duties as appropriate relating to storm water

Term

The term of this agreement will be five (5) years, with three (3) additional two-year renewals. Renewals will be automatic. Each party can opt-out of a renewal with 120 days' written notice to the other party.

Qualification

To qualify for selection to provide these services, the submitting firm must:

1. Be registered in Texas and have a professional engineer (also registered in Texas) who can sign and seal the deliverables to be provided under the contract.

2. Submit a Statement of Qualifications (SOQ) as described in section 5B below. Firms may not submit more than one SOQ for consideration.

Respondents are advised that all properly submitted Statements of Qualification will be evaluated and rankings established in accordance with the valuation system as defined in Section 9.

Note: In compliance with State of Texas requirements for securing professional engineering services, the contract for these services will be negotiated with the firm deemed by the City of San Angelo to be the most qualified. Accordingly, any Statements of Qualification that contain references or quotations related to fees or costs will be rejected and returned to the Respondent. The City of San Angelo retains the right to reject all submittals if deemed to be in the City's best interest.

Disqualification

The applicant may be disqualified for any of the following reasons:

- The applicant is involved in any litigation against the City of San Angelo;
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.
- Statement of Qualification contains references or quotations related to fees or costs.

Confidentiality

All responses submitted shall remain confidential. After the contract is awarded and executed, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

Selection

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFQ process. The City is an equal opportunity employer.

The City will select the most highly qualified provider(s) of the requested services based on demonstrated competence and qualifications and then attempt to negotiate with provider(s) a contract(s) at a fair and reasonable price.



2. DEADLINE AND DELIVERY LOCATION

Deadline

Sealed RFQ submittals must be received and time stamped **by May 15, 2014, 2:00 PM, Local Time.** The clock located in Purchasing will be the official time. Responses received later than the specified and date will not be considered

Proposal Copies

Submit five (5) complete hard copies in three-ring binders and one (1) copy in PDF format on CD or USB flash drive in a sealed envelope.

Sealed Envelope Addressing Instructions

- **Top Left Hand Corner:** Business Name and Address
- **Lower Left Hand Corner:** "RFQ NO. ES-02-14/Professional Services – Storm Water Engineering Services"

Delivery Instructions

Place sealed envelope in a delivery container addressed to:

USPS Delivery Address: City of San Angelo
 Purchasing Division
 72 West College Avenue
 San Angelo Texas, 76903

Delivery Service (Fedex, UPS, etc.) Address: City of San Angelo
 Purchasing Division, Room 303
 72 West College Avenue
 San Angelo Texas, 76903

Note: Ensure delivery container is marked, "Sealed RFQ Enclosed"

Electronic Submissions

Submission documents may be emailed in PDF format to sapurch.cosatx.us. Please ensure the subject line contains "RFQ: ES-02-14/Engineering Services." Submissions sent via email shall be at the Respondent's risk.

Points Of Contact

<p>Roger Banks, Division Manager Purchasing Division City of San Angelo 72 West College San Angelo Texas, 76903 Email: sapurch@cosatx.us Telephone: (325) 657-4219</p>	<p>Karl Bednarz, City Engineer Engineering Services Division City of San Angelo 72 West College San Angelo Texas, 76903</p>
--	--

3. SCOPE OF PROFESSIONAL SERVICES REQUIRED

The following professionals should apply for consideration:

Engineering Firm

- Texas Licensed Engineering Firm with superior background, training, and qualifications, meeting all requirements of this RFQ.
- Engineers licensed in the State of Texas
- Engineers with positive experience in storm water programs

All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by the City

4. REQUEST FOR QUALIFICATIONS FORMAT

Each respondent must provide the following information:

A. Executive Summary

Executive summary on Engineering Firm's letterhead transmitting all required RFQ information and the Respondent's interest in being considered for the professional services described in this RFQ.

B. Statement of Qualifications

Provide a profile of experience for the Engineering Firm and all members of the firm who may be involved in work for the City. This section shall include but not be limited to the following:

1. The Consulting Firm's experience with storm water projects, requirements, regulations, and MS4 permits similar to those that are, or could be, required by the City of San Angelo. A listing of similar projects, dates of completion, and references shall be provided.
2. A discussion of the Respondent's familiarity with the City of San Angelo and storm water planning efforts.
3. A discussion of the Respondent's familiarity and recent experience with TCEQ's MS4 permitting requirements.
4. A discussion of the Respondent's recent experience with the preparation of a SWMP, NOI, and renewal applications for MS4 permits for a similar sized community.
5. The project approach to be utilized by the Respondent to deliver the required services.
6. Identification of the proposed Project Manager designated by the firm to provide the services, as well as resumes of all key members of the firm who would be working with the

City of San Angelo; how long the members of the firm have been working together and a list of similar projects that these individuals have worked on and completed.

7. References from present and former clients detailing completed projects.

Respondents may provide other documents such as Company literature or brochures; however, the submittal of these items is not required, and will not be considered in the evaluation process. Any items submitted in addition to the above-referenced Statement of Qualifications shall be bound separately and will not be returned to the Respondent.

5. PROFESSIONAL SERVICES AGREEMENT CONTRACT (DRAFT)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2014 (but effective as of _____) by and between the City of San Angelo, a municipal corporation of the State of Texas (“City”) and _____, a _____ (“Provider”).

RECITALS:

A. The Texas Commission on Environmental Quality (“TCEQ”) regulates potential non-point sources of water pollution, including storm water runoff from municipal separate storm sewer systems (“MS4s”).

B. TCEQ has issued General Permit No. TXR040000 (the “General Permit”) to authorize storm water discharges from MS4s and in order to qualify for and comply with the General Permit, City has developed a storm water management plan (“the Storm Water Management Plan”).

C. City has issued a Request for Qualifications No. ES-02-14 (“RFQ ES-02-14”) for professional storm water engineering services to provide engineering, planning, consultation, design, drafting and other related services regarding storm water and the Storm Water Management Plan (“Services”).

D. Provider’s proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services (“Proposal”).

E. Provider possesses all necessary qualifications and expertise to perform Services.

F. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

G. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City’s RFQ ES-02-14 and Provider’s proposal are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit “A.”

2. **TERM:**The term of this Agreement shall be two (2) years commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall, at its sole discretion, have one (1) option to extend the term hereof for a time period of two (2) years, based on a finding that the exercise of the option is in the City’s best interest, subject to availability and appropriation of funds.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and Exhibit “B” attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit “B”.

5. **COMPENSATION:**

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules described in Exhibit “C” hereto, which by this reference is incorporated into this

Agreement; provided, however, that in no event shall the total amount of compensation under this Agreement exceed _____ and ___/100 Dollars (\$_____).

B. Unless otherwise specifically provided in Exhibit “C”, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. OWNERSHIP OF DOCUMENTS:

Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider’s work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof, the terms of RFQ ES-02-14 and the terms found in Exhibit “A”, if applicable. Provider shall make available

to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT:

Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9. PUBLIC RECORDS:

Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

11. INDEMNIFICATION AND INSURANCE:

A. INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in

connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as “Provider”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which provider’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own gross negligence or willful misconduct.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold city and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys’ fees and expenses asserted by local, state, or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider’s handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider’s direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water

contamination. Provider specifically agrees to indemnify, defend and hold harmless city against all claims damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

C. INSURANCE. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit “D” attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers’ Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City’s Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider’s liability or as a full performance on its part of Provider’s indemnification requirements under this Agreement. Provider’s obligations are, notwithstanding any policy of

insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit "D" hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Contract shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

12. DEFAULT:

If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned

to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

13. RESOLUTION OF CONTRACT DISPUTES:

Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

14. CITY'S TERMINATION RIGHTS:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to

Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

15. NONDISCRIMINATION:

Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

16. ASSIGNMENT:

This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

17. NOTICES:

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Shane Kelton
72 W. College
San Angelo, Texas 76903
Phone: (325) 657-4206

TO PROVIDER:

Attn: _____

Phone: _____

18. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

19. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

20. INDEPENDENT CONTRACTOR:

Provider has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

21. CONTINGENCY CLAUSE:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

22. REAFFIRMATION OF REPRESENTATIONS:

Provider hereby reaffirms all of the representations contained in this Agreement, RFQ ES-02-14 and included in Exhibit "B."

23. DOCUMENTS OF INCORPORATION:

This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All

of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

24. ENTIRE AGREEMENT:

This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

25. COUNTERPARTS:

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

“City”
CITY OF SAN ANGELO, a municipal corporation

ATTEST:

Alicia Ramirez, City Clerk

By: _____
Daniel Valenzuela, City Manager

“Provider”
_____, a _____

By: _____

ATTEST:
_____, Secretary

EXHIBIT “A”

EXHIBIT “B”
SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

Services performed will include storm water engineering services as required hereunder and in accordance with RFQ ES-02-14 to provide engineering, planning, consultation, design, drafting and other related services regarding storm water and storm water programs for the City of San Angelo’s Storm Water Management Program for the Small Municipal Separate Storm Sewer System (MS4) General Permit No. TXR040000.

2.0 STORM WATER ENGINEERING SERVICES

The duties to be performed by provider shall include but not be limited to:

- 2.1 Training of applicable City staff about the MS4 permit.
- 2.2 Prepare, attend and present items or presentations related to Services to City staff and City Council.
- 2.3 Preparation and submittal of the Storm Water Management Program, Notice of Intent, or changes to the existing MS4 permit pursuant to TCEQ and State of Texas changes and requirements.
- 2.4 Preparation and submittal of annual reporting documents including, but not limited to the MS4 Annual Report to TCEQ.
- 2.5 Consultation, design, engineering, drafting, planning, and costing processes relating to storm water and the storm water management plan.
- 2.6 Public notice and public hearing assistance relating to storm water and the storm water management plan.
- 2.7 Other duties assigned by City relating to storm water and the storm water management plan by amendment to this Agreement.

**EXHIBIT “C”
COMPENSATION**

Provider shall provide Services under this Agreement as specified in Exhibit “B” of this Agreement. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

1.0 PAYMENT OF COMPENSATION

Provider shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider’s fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

2.0 REIMBURSEMENT FOR EXPENSES

Provider shall not be reimbursed for any expenses unless authorized in writing by City.

3.0 COMPENSATION AMOUNT

The price for consulting services as stated in this Agreement shall be the following hourly labor rate, plus applicable tax, as and when due.

Hourly Labor rate: \$____ per hour.

4.0 EXTRA WORK

At any time during the term of Agreement, City may request that Provider perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of Services, but which the parties did not reasonably anticipate would be necessary at the execution of Agreement. Provider shall not perform, nor be compensated for, Extra Work without written authorization from City.

**EXHIBIT “D”
SPECIAL INSURANCE RIDER**

1.0 TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than provider’s employees) and damage to property of the City or others arising out of the act or omission of provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent providers (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Products – Completed Operations
\$ 1,000,000.00	Personal & Advertising Injury
\$ 1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

1.2 BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 500,000.00	Combined Single Limit
----------------------	------------------------------

1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease – Policy Limit

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

1.4 PROFESSIONAL LIABILITY.

This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Contract as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$ 1,000,000.00

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

6. RESTRICTIONS ON COMMUNICATION

- A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFQ or Proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the Proposer’s employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until May 13, 2014, 12:00 p.m., local time. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager

Email: sapurch@cosatx.us

Please ensure the RFQ Number and Title is in the Subject Line.

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City’s web site at www.cosatx.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

4. Communications as allowed by the specifications outlined in Pre-Proposal Conference if scheduled.
 5. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 6. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFQ process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

7. EVALUATION PROCESS

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicants own expense. The City shall not incur any costs for applicant preparation and/or submittal of proposal.

The City will evaluate all responses based on the qualifications, background, training, experience, and staff qualifications. The City reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

Evaluation Criteria

- A. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:

<u>Criteria</u>	<u>Description</u>	<u>Weight</u>
Applicable experience	Quantity and type of experience with storm water, storm water projects, MS4 permits, SWMPs, and TCEQ	35
Local and Area Expertise	Firm with established experience working with the City of San Angelo	20
Technical expertise	Expertise dealing with the technical issues important to the scope of services	20
Adequate resources	Sufficient available staff and equipment to complete the proposed work within a requested time frame.	15
Performance on past projects/reference	Success on previous projects in the way of project deadlines, quality, public relations and general cooperative nature of the firm.	10

Total 100

- B. Interview (Optional): The selection committee will select the most qualified Engineering Firm(s) and may invite them for an interview with members of the selection committee.
- C. City staff will select the most qualified firm and begin contract negotiations.
- D. When services and fees are agreed upon, the selected Engineering Firm shall be offered a contract subject to City Council approval.
- E. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Engineering Firm. The process shall continue until an agreement is reached with a qualified firm.
- F. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

8. SUBMISSION FORMS

Disclosure Of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.ethics.state.tx.us/whasnew/confliict forms.htm>.

A current list of City of San Angelo officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with the City, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Roger S. Banks
Purchasing Division, Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

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

4

Signature of person doing business with the governmental entity

Date

MUST BE RETURNED WITH QUALIFICATIONS

Adopted 06/29/2007

Local Government Officers Of The City Of San Angelo

**As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison

Councilmembers: Charlotte Farmer, Mayor Pro-Tempore: SMD 6
Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
H.R. Wardlaw, III, SMD 5

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President

Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña



Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this 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 governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Company

Signature

Printed Name

Title

Address

City, State Zip

**Debarment and Suspension Certification
INSTRUCTIONS**

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause



Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

MUST BE RETURNED WITH QUALIFICATIONS

Company Name: _____

References

Please list five (5) government and/or businesses references (**other than City of San Angelo**) for which you have **completed** similar projects in scope and size who can verify the quality of service your company provides.

MUST BE RETURNED WITH QUALIFICATIONS

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS



REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Company Name: _____

Local References

Please list five (5) government/business **(may include the City of San Angelo)** for which you have completed similar projects in scope and size who can verify the quality of service your company provides.

MUST BE RETURNED WITH QUALIFICATIONS

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH QUALIFICATIONS



REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Letter Of Interest

RFQ No: ES-02-14/Professional Services – Storm Water Engineering Services

The undersigned firm submits the following information (this RFQ submittal) in response to that Request for Qualifications (as amended by any Addenda), issued by the City of San Angelo, Texas (“City”) to perform storm water engineering services.

Enclosed, and by this reference incorporated herein and made a part of this RFQ, are the following:

- Completed RFQ Letter Of Interest form
- Completed Conflict Of Interest form (if applicable)
- Completed Debarment and Suspension Certification (Required)

Firm is responsible for calling or visiting the City’s website to determine if any addendums have been issued.

Firm also understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm further understands that all costs and expenses incurred by it in preparing this RFQ and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFQ. Firm accepts all terms of the RFQ submittal process by signing this letter of interest and making the RFQ submittal.

This RFQ shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm’s Name: _____

Authorized Signature _____ Date _____

Telephone: _____ Fax: _____

E-Mail: _____

Attach IRS W9 Form

MUST BE SUBMITTED WITH QUALIFICATIONS