



# City of Galveston

## REQUEST FOR PROPOSAL

**Proposal Reference Number:** 22-17

**Project Title:** CDBG-MIT and CDBG-DR Grant  
Administrative Services

**Proposal Closing Date:** 10:00 A.M., (CST); Tuesday,  
October 25, 2022

***Proposals submitted after the above deadline will not be  
accepted. Electronic submittals required.***

## **KEY EVENTS SCHEDULE**

<b>PROJECT NAME:</b>	<b>CDBG-MIT and CDBG-DR Grant Administrative Services</b>
<b>ISSUANCE OF RFP</b>	<b>September 27, 2022</b>
<b>DEADLINE FOR QUESTIONS:</b>	<b>2:00 P.M., (CST); Friday, October 14, 2022</b>  All questions will be answered in the form of an addendum. All questions related to this RFP are to be directed to the following link: <a href="#"><u>Upload Questions Here</u></a>
<b>ADDENDA CHECKLIST: (IF APPLICABLE)</b>	<a href="http://www.galvestontx.gov"><u>www.galvestontx.gov</u></a>
<b>SUBMITTAL DEADLINE:</b>	<b>10:00 A.M., (CST); Tuesday, October 25, 2022</b>
<b>SUBMITAL REQUIREMENT:</b>	<b>Electronic submittals required.</b> <a href="#"><u>Upload Submittal Here</u></a>  <b><u>*The file size limit for upload is 250 mb</u></b>
<b>CITY OF GALVESTON COUNCIL AWARD:</b>	A final determination will be made at a future City of Galveston Council meeting. City of Galveston reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
<b>TERM OF SERVICE/PROJECT:</b>	An agreement shall be effective upon execution by the COG for three (3) years, and shall automatically renew for two (2) successive one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

**SECTION 1: INTRODUCTION**

**SECTION 2: NOTICE TO PROPOSER**

**SECTION 3: SCOPE OF WORK**

**SECTION 4: PRICING PROPOSAL**

**SECTION 5: APPENDICES**

**SECTION 6: PROPOSER'S QUESTIONNAIRE**

**SECTION 7: REFERENCES**

**SECTION 8: SUBMISSION OF PROPOSER**

**SECTION 9: PROPOSED SAMPLE AGREEMENT**

## SECTION 1

### INTRODUCTION

#### 1.1 Description of City of Galveston

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

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

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

#### 1.2 Objective of this Request for Proposal

The City of Galveston (“**COG**”) is soliciting proposals in response to this Request for Proposal, RFP 22-17 (this “**RFP**”), from qualified vendors to provide CDBG-MIT and CDBG-DR Grant Administrative Services (the “**Services**”). The Services are more specifically described in **Section 3** (Scope of Work) of this RFP.

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

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

#### 1.3 Public Information

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

COG strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the Agreement award. If the Proposer has notified COG, in writing, that the Proposal Document contains trade secrets or confidential information, COG will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall COG be liable for disclosure of such information by COG in response to a request, regardless of COG’s failure to take any such reasonable steps, even if COG is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that

chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

#### **1.4 Type of Agreement**

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

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

Vendor will be required to enter into an agreement with COG in a form substantially similar to the Proposed Sample Agreement between COG and Vendor (the "**Agreement**") attached to this RFP in Section 9 and incorporated for all purposes.

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

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

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

#### **1.5 Clarifications and Interpretations**

Proposers shall promptly notify the COG of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. COG shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist must accompany the Proposer's proposal.

Responses to inquiries which directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum and posted to COG website. All such addenda issued by COG prior to the submittal deadline shall be considered part of the RFP. COG shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

## **1.6 Proposal Evaluation Process**

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

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the COG's purchasing policy. All proposals submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this RFP, will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this RFP, will be rejected by COG as non-responsive due to material failure to comply with advertised specifications.

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

**Discussions may not be initiated by proposers. These discussions will be limited to issues and topics brought forth by the COG. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the COG shall be grounds for disqualification. Vendors shall not contact any COG personnel during the proposal process without the express permission from the COG's Purchasing Manager.**

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

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

After submission of a proposal, but before final selection of Vendor is made, COG may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final offer (BAFO)**. In that event, representations made by Proposer in its revised proposal,

including price and fee quotes, will be binding on Proposer. COG will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. COG is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to COG overall, as determined by COG.

If only one bid or proposal is received in response to the Request for Proposal/Bid, a detailed cost proposal may be requested of the single vendor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

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

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

#### **1.7 COG's Reservation of Rights**

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

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

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

#### **1.8 System for Award Management (SAM.GOV)**

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

## **1.9 No Reimbursement for Costs**

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

## **1.10 RFP Withdrawals and/or Amendments**

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

## **1.11 Tax Exempt Status**

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

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

COG Requires Proposer to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

## **1.13 Proposal Validity Period**

Once the submittal deadline has passed, any proposal Document shall constitute an irrevocable proposal to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the COG.

## **1.14 Equal Opportunity Employer**

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

## **1.15 Conflict of Interest Questionnaire (Form CIQ)**

A person or business, and their agents, who seek to contract or enter into an agreement with COG, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the COG Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with COG, or submits an application,



response to a request for proposals or proposals, correspondence, or other writing related to any potential agreement with COG. If no conflict exists the proposer must mark the form Not Applicable or NA and return with the proposal packet.

#### **1.16 Disclosure of Interested Parties Form 1295**

A person or business, who enters into an agreement with COG, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the vendor and the COG. Do not submit this form unless you receive an award letter from COG.**

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

#### **1.17 Protest Procedure**

Any actual or prospective proposer who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the COG's Purchasing Division within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- i. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
  - a. Name, address and telephone number of the protestor.
  - b. Identification of the solicitation or agreement number and time.
  - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
  - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
  - e. Arguments and authorities in support of the protest.
  - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- ii. In the case of request for proposals, the COG Purchasing Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- iii. The COG's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the COG's City Manager will be final.

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

- A. It is the policy of COG to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all COG contracts. The purpose and objectives of this article are to:
  - i. Increase the capacity of local M/WBE's to provide products and services.
  - ii. Increase the opportunities for local M/WBE's to expand their business with COG and other public and private sector business entities.
- B. Provided, however, nothing herein shall require COG to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless COG may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

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

Firms may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The City will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts.

## SECTION 2

### NOTICE TO PROPOSER

#### **2.1 Submittal Deadline**

Refer to Key Events Schedule.

#### **2.2 Criteria for Selection**

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

Scoring Criteria:

- 2.2.1.1 Experience..... (30%)
- 2.2.1.2 Work Performance ..... (30%)
- 2.2.1.3 Capacity to Perform..... (20%)
- 2.2.1.4 Proposed Cost ..... (20%)

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

## SECTION 3

### Scope of Work

#### 3.1 Project Title: RFP# CDBG-MIT and CDBG-DR Grant Administrative Services

#### 3.2 Special Conditions

**This solicitation contains federally mandated clauses, which require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor.**

#### 3.4 Scope of Work – Requirements

### GRANT APPLICATION SERVICES

The City of Galveston is seeking to enter into a services contract with well-qualified administration/management firm/professional service provider(s) to assist the City in preparing an application for and in the overall management of its proposed CDBG-DR-or CDBG-MIT Programs, if funded by the Texas General Land Office - Community Development and Revitalization (“GLO”). The following outlines the RFP:

- I. Scope of Work - A sample detailed Scope of Work (“SOW”) is enclosed as Exhibit A. The professional administration/management firm/consultant to be hired is to provide application and contract-related management services, including but not limited to the following areas:

#### Pre-Funding Services\*

Grant Administrator will develop project scope and complete CDBG-DR- or CDBG-MIT program related applications. The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete disaster recovery funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

#### Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the HUD CDBG-DR- or CDBG-MIT program as administered by GLO, including, but not limited to, programs allocated through the region (HGAC), Texas Division of Emergency Management (TDEM), or the Texas Water Development Board (TWDB), or other agency allocating funds on behalf of the GLO.

#### **General Administration Services – General**

- Administrative Duties
- Construction Management

#### **Grant Administration Services – Infrastructure**

- Administrative Duties
- Acquisition Duties

- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

*\*Pre-funding services are not eligible for CDBG-DR or CDBG-MIT reimbursement and must be paid with local or other non-CDBG-DR or CDBG-MIT funds.*

II. Statement of Qualifications - The City of Galveston is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded local public works construction projects – Infrastructure / Rental Housing / Non-Rental Housing, with an emphasis on directly-related and recent experience;
- A description of work performance and experience with CDBG- DR- and CDBG-MIT funding including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit C: Cost of Services: Infrastructure. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided and include hourly rates for anticipated work classifications needed to complete the scope of work. The local government will consider 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. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the City of Galveston, cost and other factors considered for award.

***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. "Cost plus percentage of cost" type proposals are prohibited.***

IV. 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.

## **GRANT ADMINISTRATION SERVICES**

### **SCOPE OF SERVICES REQUESTED**

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster funding to include potential DR funding, and Mitigation program statutory responsibilities in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR and CDBG-MIT qualified projects. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

### **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

### **Pre-Funding Services**

Grant Administrator will develop project scope and complete CDBG-DR and CDBG-MIT related application (s). The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster mitigation funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

### **Post-Funding Services**

Grant Administrator will administer and complete eligible projects approved for CDBG-DR and CDBG-MIT funding. The selected administrative firm must follow all requirements of the Texas CDBG-DR and CDBG-MIT program.

### **Grant Administration Services – General**

#### **a) Administrative Duties:**

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Labor and procurement duties:

- Provide all Labor Standards Officer (LSO) Services.
- Ensure compliance with all relevant labor standards regulations.
- Ensure compliance with procurement regulations and policies.
- Maintain document files to support compliance.

#### **vii. Financial duties:**

- Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- Assist subrecipient with the procurement of audit services.
- Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- Implementation and coordination of Section 504 requirements.
- Program compliance.
- Ensure that fraud prevention and abuse practices are in place and being implemented.
- Prepare and submit all closeout documents.
- Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be

swept after 60 days. The provider may request an extension of this requirement in writing.

- Assist in preparation of contract revisions and supporting documents including but not limited to:
  - A. Amendments/modifications,
  - B. Change orders.

b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
- vii. Reassignment scope alignment (if necessary).

**Grant Administration Services – Infrastructure**

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR and CDBG-MIT requirements and all part's therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.



- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
  - xiv. Submit change requests and all required documentation related to any change requests.
- b) Acquisition Duties:
- i. Submit acquisition reports and related documents.
  - ii. Establish acquisition files (if necessary).
  - iii. Complete acquisition activities (if necessary).
- c) Environmental Services
- i. Assist detailed scope of services
    - a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
    - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
    - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
    - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
    - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
    - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
    - g. Complete and submit the environmental review into GLO's system of record;
    - h. At least one site visit to project location and completion of a field observation report
    - i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
    - j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
    - k. Process environmental review and clearance in accordance with NEPA;
    - l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
    - m. Prepare and submit Monthly Status Report; and
    - n. Participate in regularly scheduled progress meeting

## SECTION 4

### PRICING PROPOSAL

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** City of Galveston

**Ref.:** CDBG-MIT and CDBG-DR Grant Administrative Services

**RFP No#:** 22-17

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the "Services" required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

#### **4.1 Pricing Proposal for Services Offered**

4.1.1 See below COG Pricing Proposal (Ref. 4.6). It must be filled out completely and returned with this Pricing Proposal.

#### **4.2 Added Value**

4.2.1 Describe any proposed benefits to COG from Proposer, not otherwise set forth herein, which would be an added value to COG.

#### **4.3 COG's Payment Terms**

COG's standard payment terms for services are "Net 30 days."

#### **4.4 Price Increases Upon Extension**

Any contract resulting from this RFP shall be effective for three (3) years upon execution by the City of Galveston. Proposed pricing referenced in 4.6 Pricing Proposal shall be firm for three (3) years.

It is agreed that City will have the option to extend the contract for up to two (2) additional years in one-year intervals. Upon option to extend, if approved by the COG, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to COG. The maximum increase allowed under this provision shall be four percent (4%) per year. COG will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by COG, as stated previously, is inserted in the blanks below, COG will consider that the amount of escalation is 0%. COG shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder's rates. COG cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by COG's Fiscal Year which begins in October and ends the following September. (example: FY 2022 October 1, 2021 – September 30, 2022).

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

**FIRST ADDITIONAL YEAR (FY 2026) ESCALATION ..... \_\_\_\_%**

**SECOND ADDITIONAL YEAR (FY 2027) ESCALATION..... \_\_\_\_%**

#### **4.5 Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining inter-local agreements with COG, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than COG, will be billed directly to and paid by that governmental entity. COG will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, COG will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with COG.

☐ **Yes, Others can purchase**      ☐ **No, Only the COG can purchase.**

## 4.6 Price Proposal

### Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: \$ \_\_\_\_\_

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
\$1 million		
\$10 million		
\$50 million		
\$100 million		
>\$100 million		

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature for Proposer)

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

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

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

## **SECTION 5**

### **Appendices**

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

## Appendix A – Proposal Document

**Submittal Checklist: (To determine validity of Proposal)**

\_\_\_\_\_ Appendix A must be included in the submittal.

\_\_\_\_\_ Appendix B – G all forms must be complete and included in the submittal.

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

☐ Appendix B – Conflict of Interest

☐ Appendix E – Nepotism Statement

☐ Appendix C – House Bill 13, 19, 89  
Verification

☐ Appendix F – Non-Collusion Statement

☐ Appendix D – Property Tax Statement

☐ Appendix G – Certification Regarding  
Debarment

<b>All Proposals delivered to the City of Galveston shall include this page with the submittal.</b>			
<b>RFP Number:</b>	<b>22-17</b>		
<b>Project Title:</b>	<b>CDBG-MIT and CDBG-DR Grant Administrative Services</b>		
<b>Submittal Deadline:</b>	<b>10:00 A.M., (CST); Tuesday, October 25, 2022</b>		
<b><u>Proposer Information:</u></b>			
<b>Proposer's Legal Name:</b>			
<b>Address:</b>			
<b>City, State &amp; Zip</b>			
<b>Federal Employers Identification Number #</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>E-Mail Address:</b>			
<b><u>Proposer Authorization</u></b>			
<p><b>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.</b></p> <p>Printed Name and Position of Authorized Representative: _____</p> <p>Signature of Authorized Representative: _____</p> <p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

## Appendix B – Form CIQ

### **INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE**

**WHO:** The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
  - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
  - b. contracts for the purchase or sale of real property, personal property including an auction of property;
  - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

#### **THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:**

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

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

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

**WHEN:** The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

**WHERE:** The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

**ENFORCEMENT:** Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

**NOTE:** The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

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

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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?  
☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?  
☐ Yes ☐ No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
☐ Yes ☐ No
- D. Describe each employment or business relationship with the local government officer named in this section.

**4.**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE  
PROPOSAL.**



## Appendix C - House Bills 13, 19 & 89 Verification

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

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

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

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

### ***Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:***

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, \_\_\_\_\_ (Person name), the undersigned representative of  
(Company or

Business Name) \_\_\_\_\_ (hereinafter  
referred to as Company)

**being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE  
SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.**

## Appendix D – Property Tax Statement

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

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

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

\_\_\_\_\_ I do not owe the City property taxes that are delinquent.

\_\_\_\_\_ I owe City property taxes that are delinquent on property located at

---

---

---

Proposer's Printed or Typed Name

---

Proposer's Signature

---

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE  
PROPOSAL.**

## Appendix E – Nepotism Statement

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

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

If the Proposer or Bidder is an individual:

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

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

Name and title of City Official

Or employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

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

\_\_\_\_\_ The officers of the company submitting this Proposal are related by blood or marriage to  
the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: \_\_\_\_\_

Employee and title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF  
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE  
PROPOSAL.**

## Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

PROPOSER (SIGNATURE) \_\_\_\_\_

PROPOSER (PRINTED NAME) \_\_\_\_\_

POSITION WITH COMPANY \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS PROPOSAL

\_\_\_\_\_

COMPANY OFFICIAL  
(PRINTED NAME) \_\_\_\_\_

OFFICIAL POSITION \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A  
PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE  
PROPOSAL.**

## **Appendix G – Document 00435**

### **The City of Galveston, Texas**

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

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

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

\_\_\_\_\_  
(Printed or typed Name of Signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**END OF DOCUMENT 00435-FAA**

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 8 OF THE PROPOSAL.**

## Appendix H – ACH Form



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

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

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

Please email to:

[accountspayable@galvestontx.gov](mailto:accountspayable@galvestontx.gov)

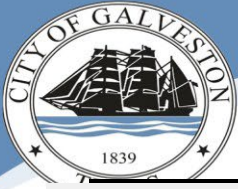
Or mail to:

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

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

Sincerely,

Michael W. Loftin  
Assistant City Manager – Finance



# City of Galveston

## ACH Payment Agreement Form

### Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

#### Account Information

Name of Financial Institution: \_\_\_\_\_

Financial Institute Address: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

SWIFT Code: (if applicable) \_\_\_\_\_

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

#### Signature

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

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

Printed Name: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

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

#### **FOR CITY USE ONLY:**

Verified by: \_\_\_\_\_ Date Verified: \_\_\_\_\_

**RETURN THIS FORM ONLY UPON AWARD.**

## APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and



of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

- 1. Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. **LOBBYING:**

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS:** By signing this contract, the contractor agrees it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

12. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**13. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT:**

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the

action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [ *City of Galveston* ] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *City of Galveston* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [ *City of Galveston* ] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives

of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not



less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that

neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

---

I, \_\_\_\_\_ (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

---

Signature of Authorized Company Representative

Date

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED AS IT IS A PART OF THE BID  
PACKAGE AS MENTIONED IN SECTION 6B OF THE ITB.**

## SECTION 6

### **PROPOSER'S QUESTIONNAIRE**

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

#### **6.1 Proposer Profile**

6.1.1 Legal name of Proposer Company: \_\_\_\_\_

Centralized Master Bidders List registration number: \_\_\_\_\_

Prime contractor HUB / MWBE registration number: \_\_\_\_\_

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

Universal Entity Identifier (UEI) number \_\_\_\_\_.

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

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

6.1.2 Proposer will provide a copy of its financial statements for the past two (2) years.

6.1.3 Proposer will provide a financial rating of the Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

6.1.4 Proposer will state whether or not Proposer is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Proposer will explain the expected impact, both in organizational and directional terms.

6.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with COG.

6.1.6 Proposer will state whether or not Proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other

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

- 6.1.7 Proposer will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of COG. If yes, Proposer will explain.
- 6.1.8 History of the firm, capacity to perform, statement of resources, and related experience

## **6.2 Approach to Project Services**

- 6.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to COG from doing business with Proposer. Proposer will briefly describe its approach for the required services identified in **Section 3** Scope of Work of this RFP.
- 6.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 6.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents, if appropriate. List of tasks and brief description of actual tasks to be performed. Include the information listed in Exhibit A – Scope of Services. Please note any exceptions and include a brief description of additional pertinent information in this section.

## **6.3 General Requirements**

- 6.3.1 Proposer will provide resumes for its proposed key personnel who will be providing services under the Agreement with COG, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 6.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with COG and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from COG.
- 6.3.3 Proposer will describe its approach in providing staffing continuity to customer.
- 6.3.4 Proposer will describe its ability to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.
- 6.4.5 Proposer will describe any additional costs that may be associated with service work and the invoicing of such.

## **6.4 Quality Assurance**

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

## **6.5 Service Support**

Proposer will describe its service support philosophy, how the philosophy is implemented, and how Proposer measures its success in maintaining this philosophy.

## **6.6 Additional Services**

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

## SECTION 7

### REFERENCES

**References – This section is required.**

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

**Reference #1:**

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

**Reference #2:**

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

**Reference #3:**

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

**Reference #4:**

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

## **SECTION 8**

### **SUBMISSION OF PROPOSAL**

- A. Submittal Packet – How to submit: All Proposals must be submitted electronically. No Proposal will be accepted by mail or hand delivery. Proposals submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Proposal are considered part of the Proposal package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Proposals not including all of the above will be considered non-responsive. Proposers must submit their Proposals on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Proposals shall be as identified on the page of the Proposal and on page of **Appendix A-Proposal**. It is the Proposer's responsibility to have the Proposal Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Proposals will be accepted.
- D. Proposals Received Late: Proposers are encouraged to submit their Proposals as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by COG online submittal portal, shall be the official time of receipt. COG is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- E. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised Proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposer after the submittal deadline.
- F. Proposal Document Format: All proposal documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the proposal. COG only accepts proposals that are submitted through the online portal. The link is provided on the title page of this document and in **Section 3. Scope of Work – Special Conditions**. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by COG Council will disqualify a vendor from being considered for award.

- H. Pre-Proposal Conferences: The date and time of a pre-proposal conference, if necessary, will be found in the **Key Events Schedule**.

## 8.1 Proposal Submittal Order

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

- 8.1.1 Signed and Completed Appendix A – Proposal Document (**Section 5**)
- 8.1.2 Signed and Completed Appendix B – Form CIQ (**Section 5**)
- 8.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications (**Section 5**)
- 8.1.4 Signed and Completed Appendix D – Property Tax Statement (**Section 5**)
- 8.1.5 Signed and Completed Appendix E – Nepotism Statement (**Section 5**)
- 8.1.6 Signed and Completed Appendix F – Non-Collusion Statement (**Section 5**)
- 8.1.7 Signed and Completed Appendix G – Certification Regarding Debarment (**Section 5**)
- 8.1.8 Signed and Completed Appendix I – Federal Clauses (**Section 5**)
- 8.1.9 Signed and Completed Pricing Proposal (**Section 4**)
- 8.1.10 Signed and Completed Addenda Checklist (if applicable)  
**Note: It is the Proposer's responsibility to make sure they have obtained all addenda.**
- 8.1.11 Completed References Include clients that are not prohibited from providing a reference. (**Section 7**)
- 8.1.12 Responses to Proposer's Questionnaire – Include staff and resumes (**Section 6**)



## SECTION 9

### PROPOSED SAMPLE AGREEMENT

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

## **AGREEMENT FOR SERVICES**

### **SERVICES**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of month, 20\_\_, by and between the City of Galveston ("COG"), a Texas home-rule municipality, and **company name** ("Company") located at **list address here**. By entering into this Agreement, Company agrees that COG is entering into this agreement in its governmental capacity, and not a proprietary one.

**WHEREAS**, the City of Galveston desires to obtain services in connection with its "**services rendered**", within the City of Galveston ("COG") and **vendor name** ("Company") desires to provide such services; and

**WHEREAS**, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

#### **Agreement Type Here and RFP or Bid # if there is one**

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM**: Agreement shall be effective upon execution by the COG until work has been completed to the satisfaction of the COG unless sooner terminated under the terms set forth herein. It is agreed that COG will have the option to extend the Agreement for up to one (1) additional year. To exercise this option, COG shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the COG. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the COG in connection with the Project, more specifically described in **Exhibit A** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: COG shall compensate Company for the Work at the agreed upon (***Insert Agreement Value***), more specifically described in **Exhibit A**. Company will furnish an invoice to the COG detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **Company full Address**. COG shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The COG and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit A**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom COG agrees to accept. COG does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES**: The COG may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the COG and Company, shall be

incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

6. **STANDARD OF CARE**: The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS**: The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for SERVICES BEING RENDERED. All permits associated with the project shall be the sole responsibility of Company.

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

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The COG will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS**: Company shall provide all required COG certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name COG as an additional insured and shall provide that the policy requires the insurance carrier to notify COG a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

**Required Insurance:**

- a. Commercial general liability insurance, naming the COG as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

**\$2,000,000** general liability (includes products and personal, etc.)

**\$1,000,000** fire damage

**\$1,000,000** automobile damage

**\$500,000** workers compensation employers' liability

**Statutory** limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

11. **APPROPRIATIONS**: The obligations of COG to make payment under this Agreement are expressly subject to appropriations by the COG of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE**: In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public

authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, COG and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants COG the right to reschedule the performance(s) under the same terms and conditions of this Agreement.

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

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies COG for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES** - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing

written notice to the other. A copy of the notice to COG shall be sent to:

City Attorney  
City of Galveston  
823 Rosenberg, Suite 203  
P. O. Box 779  
Galveston, Texas 77553

Company Name  
(Address)  
(Address)

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

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

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

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

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

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, COG shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, COG shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to COG for damages sustained by COG by virtue of any breach of the Agreement by Company or its subordinates and COG may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due COG from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

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

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix B – Conflict of Interest Form Executed

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

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Appendix H – ACH Form (if applicable)

Exhibit 3 – Federal Clauses Executed (if they apply)

26. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, written or oral, between Company and COG and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

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

**CITY OF GALVESTON, TEXAS**

**Company**

By: \_\_\_\_\_

**City Manager**

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**City Secretary**

**APPROVED AS TO FORM**

\_\_\_\_\_

**City Attorney**

SAMPLE