



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040
713-466-2109 (office) 713-466-2177 (fax)

City of Jersey Village solicits qualifications for projects funded through the Flood Mitigation Assistance Grant Program, administrated by the Texas Water Development Board (TWDB):

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

Respondents are required to submit one electronic copy on a USB Flash Drive, and one hard copy of the statement of qualifications to Lorri Coody, City Secretary, 16327 Lakeview Drive, Jersey Village, TX 77040 on or before the due date stipulated below. All packages must be clearly marked "**TWDB - FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION & PROJECT MANAGEMENT SERVICES**". Respondent's name and return address should be prominently displayed on the envelope.

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the below referenced deadline. Late submissions shall not be accepted. The selection of the successful respondent(s) shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses.

The City invites qualified respondents to submit responses in accordance with the requirements stated within this RFQ no later than 2pm on February 4, 2020. Interested firms may secure the solicitation package and all other pertinent information by visiting www.jerseyvillagetx.com and scrolling down to "The Latest News" and Clicking on "RFQ TWDB - FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION & PROJECT MANAGEMENT SERVICES".

The City of Jersey Village encourages all Disadvantaged Business Enterprise (DBE) vendors to participate in all invitations to bid; including all HUB, women and minority owned businesses.

The City of Jersey Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Upon satisfactory completion of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), Respondent is to be paid via City of Jersey Village's normal accounts payable process.

POSTED TO CITY WEBSITE: JANUARY 8, 2020 AT 8:30 A.M.



CITY OF JERSEY VILLAGE, TEXAS

16501 Jersey Drive, Jersey Village, TX 77040
713-466-2109 (office) 713-466-2177 (fax)

CITY OF JERSEY VILLAGE REQUEST FOR QUALIFICATIONS GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES

OPENING DATE: Tuesday, February 4, 2020 @ 2:00PM

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

Legal Name of Contracting Company

Federal I.D.# (Company or Corporation)

Social Security # (Individual)

Telephone Number

Email Address

Contact Person

Title

Complete Mailing Address

City & State

Zip

Complete Street Address City & State Zip

INTRODUCTION

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

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

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

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

BACKGROUND

The City is located in Northwest Harris County, Texas, at the corner of Beltway 8 and US 290. It has an estimated population of 8,000. The City is organized with a City Manager-Council form of government.

SCOPE OF SERVICES

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

PROJECT DESCRIPTION

The purpose of this grant is to mitigate flooding by elevating 4 properties in Jersey Village to base flood elevation plus 18".

TWDB Contract Number - TBD

FEMA approval date — TBD

TWBD approval date — TBD

Contract effective date — TBD

TWBD contract executed — TBD

Project completion date — TBD

Total project costs - \$ \$878,050.00

SCOPE OF WORK

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

General Grant Administration

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

Per Parcel Project Management Services for Elevation projects

- Meet with Homeowners to overview / explain the process and detail the owner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage budget to ensure that all 4 homes are completed within the available Federal funding
- Assist the City in ensuring that the elevation contract specifications meet the FEMA grant requirements
- Develop process to ensure that construction is performed in compliance with engineering specifications.
- Ensure that professional engineer reviews all construction specifications

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

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

STATEMENT OF QUALIFICATIONS

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

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

PROPOSED COST OF SERVICES

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

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

EVALUATION CRITERIA

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

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

PROPOSAL SUBMISSIONS

DEADLINE

Proposals must be received at 16327 Lakeview Drive, Jersey Village, TX 77040 prior to 2:00 pm on Tuesday, February 4, 2020. Proposals will be received and publicly acknowledged at 2:00 pm or soon thereafter. *Late proposals will not be accepted under any circumstances!*

SUBMITTAL

Completed proposal, must be in a sealed envelope clearly marked with "Bid Number 2018-05 RFQ ELEVATION GRANT ADMINISTRATION AND PROJECT MANAGEMENT SERVICES" written in the lower left-hand corner of the envelope containing the proposal.

PROCUREMENT SCHEDULE

Requests For Qualification (RFQ) will be available on January 8, 2020. Proposal submission deadline is 2:00 p.m. on February 4, 2020.

RFQ Issued	January 8, 2020
RFQ Submission Deadline	February 4, 2020 at 2:00 pm
Evaluation of RFQ's	February 6, 2020
Award of Contract (tentative)	February 17, 2020

ADDRESS

Sealed proposals may be hand-delivered or mailed to City Secretary, City of Jersey Village, 16327 Lakeview Drive, Jersey Village, Texas 77040.

METHODS

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

WITHDRAWAL OR ALTERATIONS OF PROPOSAL

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

NO OFFER

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

PROPOSAL OPENING

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

TAX EXEMPT STATUS

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

AWARD

It is anticipated that awards will be made February 17, 2020. Proposals submitted must be binding for not less than ninety (90) days after the date received.

PROPOSAL REQUIREMENTS

COMPLETED PROPOSAL

A completed proposal means an original containing the following:

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

LEGIBILITY

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

LATE PROPOSALS

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

DOCUMENTATION

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

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS

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

1. Have adequate financial resources, or the ability to obtain such resources as required,
2. Be able to comply with the required or proposed delivery schedule,
3. Be able to comply with all Federal, state, and local laws, rules, regulations, ordinances and orders regarding this request,
4. Have a satisfactory record of performance,
5. Have a satisfactory record of integrity and ethics,
6. Assign only qualified personnel to perform services required under this contract, and
7. Be otherwise qualified and eligible to receive an award.

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

RESPONSE PREPARATION COSTS

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

SELECTION OF CONSULTANTS

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

AWARD

CONTRACT

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

CHANGE ORDERS

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

EVALUATION CRITERIA

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

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

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

EXCEPTIONS / SUBSTITUTIONS

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

REJECTION / ACCEPTANCE

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

ADDITIONAL INFORMATION

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

CONTRACT ADMINISTRATION

Under this contract, Austin Bless, City Manager, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the Jersey Village City Council and the successful vendor. In order to ensure fair and objective evaluation, all questions related to this RFQ should be addressed to the person named above.

NEGOTIATIONS

City of Jersey Village reserves the right to negotiate the contract in accordance with Local Government Code §262 for requests for proposals.

CONTRACT AWARD

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

FUNDING

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

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

TERMS AND CONDITIONS

CONFLICT OF INTEREST

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

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

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

DISCLOSURE REQUIREMENTS

All prospective vendors shall complete the conflict of interest questionnaire and submit it with their proposal in accordance with Local Government Code §176.004. (The Texas Legislature passed House Bill 914 during the 2005 Legislative Session which requires the conflict of interest questionnaire to be completed. This can be referenced under Local Government Code, Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information.)

ETHICS

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

INSURANCE/BOND

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

TERMINATION OF CONTRACT

This contract shall remain in effect until: 1) contract expires, 2) delivery/completion and acceptance of products and / or services ordered or 3) terminated by either party with thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. In the event the contract is cancelled, the City reserves the right to award to the next best proposal, as it deems to be in the best interest of the City.

TERMINATION FOR DEFAULT

Jersey Village reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. Non-

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

FORCE MAJURE

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

COMPLIANCE WITH LAWS

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

EQUAL EMPLOYMENT OPPORTUNITY

The successful vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

Affirmative steps must include:

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

DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

COPELAND "ANTI-KICKBACK" ACT

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

DRUG FREE WORKPLACE

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

CLEAN AIR ACT

The Vendor agrees to comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as amended—Contracts and Subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DEBARMENT AND SUSPENSION

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

BYRD ANTI-LOBBYING AMENDMENT

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

PUBLIC INFORMATION ACT

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

ACCURATE AND TIMELY RECORD KEEPING

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

RIGHT TO AUDIT

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

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

TRAVEL

In accordance with the TWDB contract, all travel expenses must show names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Mileage reimbursement must include names, dates, and points of travel of individuals. All expenses must for reason for expense with Itemized receipts to evidence the amount incurred (Note: non-itemized credit card receipts will not be accepted).

INVOICING

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

PAYMENT

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

VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Jersey Village, Texas.

ASSIGNMENT OF CONTRACT

The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the City of Jersey Village City Council.

SILENCE OF SPECIFICATIONS

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

HOLD HARMLESS AGREEMENT

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

WAIVER OF SUBROGATION

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

Questions On RFQ

All questions on this RFQ must be submitted in writing to Austin Bleess, City Manager, via email to ableess@jerseyvillagetx.com no later than Friday, January 24, 2020 at 5pm. All questions will be answered, and the responses posted online at www.jerseyvillagetx.com by 5pm on Tuesday, January 28, 2020.

ADDENDA

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

PROPOSAL SUBMISSION / INFORMATION FROM VENDOR

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

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

Section 1 - Vendor Information

Please include the following information on the primary contact representative:

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

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

Section 2 — Solution Framework Summary

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

Section 3 — Proposal Narrative with Task and Time Line

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

The narrative should be clear, concise and complete.

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

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

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

Section 4 — Profile / History

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

Include additional information such as:

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

Section 5 - Client Base

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

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

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

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

Section 6 - Resumes of Personnel Assigned to Project

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

Section 7 — Proposed Cost of Services

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

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

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT.

Standard Contract for General Services

The following is a Standard Contract with the City of Jersey Village for example purposes only.

**CITY OF JERSEY VILLAGE
STANDARD CONTRACT FOR GENERAL SERVICES**

I. General Information and Terms.

Contractor's Name and Address:

Description of Services:

Maximum Contract Amount:

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

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

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

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

CITY OF JERSEY VILLAGE

CONTRACTOR:

By: _____

By: _____

Date: _____

Date: _____

III. Standard Contractual Provisions.

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

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

C. Termination Provisions.

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

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

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

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

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

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

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

Standard Contract with the City of Jersey Village for example purposes only.

written consent.

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

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

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

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

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

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

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

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

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

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

Standard Contract with the City of Jersey Village for example purposes only.

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

IV. Additional Terms or Conditions.

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

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

A. Additional Contract Documents:

**ELEVATION PROJECT MANAGEMENT SERVICES AGREEMENT
PURSUANT TO RFQ 20-XXX**

THIS AGREEMENT is made and entered into by and between City of Jersey Village, (hereinafter "City"), a body corporate and politic under the laws of the State of Texas, and _____(hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, City desires that Contractor provide FMA Program Home Elevation Grant Administration & Project Management Services, (hereinafter "Services") pursuant to the City's Request for Qualifications with a due date of February 4, 2020; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

The term of this agreement shall be concurrent with the agreement between TWDB and the City of Jersey Village.

Section 1. Scope of Services

Contractor shall render Services that meet or exceed the minimum requirements of the above referenced RFQ.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of City, to perform the Scope of Services when and as required and without delays.

Standard Contract with the City of Jersey Village for example purposes only.

- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of City, is incompetent or by his conduct becomes detrimental to the project shall, upon request of City, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services is \$_____. In no case shall the amount paid by City under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by City.
- C. City will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to City invoices showing the amounts due for services performed in a form acceptable to City. City shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. City shall pay each such approved invoice within thirty (30) calendar days. City reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from City and end no later than two years from the execution of this contract. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the City.

Section 5. Modifications and Waivers

Standard Contract with the City of Jersey Village for example purposes only.

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 6. Termination

- A. Termination for Convenience: City may terminate this Agreement at any time upon thirty (30) days written notice issued by the City Manager.
- B. Termination for Default
 - 1. City may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the City in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to City's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from City specifying such breach or failure.
 - 2. If, after termination, it is determined by City that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in

accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City in accordance with Section 7A above.

c. Upon termination of this Agreement, City shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to City. Contractor's final invoice for said services will be presented to and paid by City in the same manner set forth in Section 3 above.

D. If City terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of City upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to City on request.

Section 8. Inspection of Books and Records

Contractor will permit City, or any duly authorized agent of City, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. City's right to inspect survives the termination of this Agreement for a period of four years.

Section 9. Insurance

Prior to commencement of the Services, Contractor shall furnish City with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to City. Contractor shall provide certified copies of insurance endorsements and/ or policies if requested by City. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/ or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and

Standard Contract with the City of Jersey Village for example purposes only.

- \$1,000,000 per bodily injury by disease.
2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. City shall be named as additional insured to all required coverage except Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of City.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by City of Jersey Village.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to City of Jersey Village.
- F. Approval of the insurance by City of Jersey Village shall not relieve or decrease the liability of the Contractor.

Section 10. Indemnity

- A. CONTRACTOR SHALL SAVE HARMLESS CITY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS,**

SERVANTS OR
EMPLOYEES.

- B.** Contractor shall timely report all such matters to City and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide City with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of City required by Contractor in the defense of each matter.
- C.** Contractor's duty to defend, indemnify and hold City harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by City in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- D.** In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter.
- E.** Contractor 's indemnification shall cover, and Contractor agrees to indemnify City, in the event City is found to have been negligent for having selected Contractor to perform the work described in this request.
- F.** The provision by Contractor of insurance shall not limit the liability of Contractor under an agreement.
- G.** Contractor shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify City and to hold it harmless from all claims for bodily injury and property damage that arise may from said Contractor 's operations. Such provisions shall be in form satisfactory to City.
- H.** Loss Deduction Clause - City shall be exempt from, and in no way liable for, any

sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or trade contractor providing such insurance.

Section 11. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to City. Any and all information of any form obtained by Contractor or its employees or agents from City in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise City immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by City, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential

Information to any person, and that upon termination of this Agreement or at City's request, Contractor will promptly turn over to City all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of City and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that City is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, City will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to City by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 12. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of City and shall not be entitled to any of the privileges or benefits of City employment.

Section 13. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

To the City: City of Jersey Village
 Attn: City Manager
 16327 Lakeview Dr
 Jersey Village, TX 77040
 ableess@jerseyvillagetx.com

To the Contractor:

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(8) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given,

then upon the rejection, refusal, or inability to deliver.

Section 14. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by City, Contractor shall furnish City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 15. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from City.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 16. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in City of Jersey Village, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the City's sovereign immunity.

Section 17. Successors and Assigns

City and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 18. Third Party Beneficiaries

Standard Contract with the City of Jersey Village for example purposes only.

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 19. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 20. Publicity

Contact with citizens of City of Jersey Village, media outlets, or governmental agencies shall be the sole responsibility of City. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of City, except where required to do so by law.

Section 2. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 22. Entire Agreement

This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

In addition to the primary agreement, there are four Exhibits:

Exhibit A – Original Request for Qualifications (RFQ) - incorporated by reference

Exhibit B – Response from Contractor to RFQ

Exhibit C – Scope of Work and Cost of Services

Exhibit D – Standard TWDB subcontractor Clauses.

Section 23. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled " REQUEST FOR QUALIFICATIONS: FMA PROGRAM HOME ELEVATION GRANT ADMINISTRATION & PROJECT MANAGEMENT SERVICES".

Standard Contract with the City of Jersey Village for example purposes only.

Section 24. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the

CITY OF JERSEY VILLAGE

CONTRACTOR

Austin Bless, City Manager

Authorized Agent - Signature

Authorized Agent – Printed Name

Exhibit A: RFQ (Incorporated by Reference)

Standard Contract with the City of Jersey Village for example purposes only.

Exhibit B – Response from Contractor to RFQ

(To be added)

Exhibit C – Scope of Work and Cost of Services

Scope of Work

General Grant Administration

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

Per Parcel Project Management Services for Elevation projects

- Meet with Homeowners to overview and explain the process and detail the Homeowner's and elevation contractor's responsibilities
- Provide an overview of the budget the Homeowners must stay within for their individual elevation. This data will come from the grant award documents
- Manage the budget to ensure all homes are completed within available Federal funding
- Assist the City in ensuring that the elevation contract specifications meet the FEMA grant requirements
- Develop a process to ensure that construction is performed in compliance with engineering specifications (especially homes not located within City limits)
- Ensure that a professional engineer reviews all construction specifications. Note, Professional Engineer is provided and paid for by the elevation contractor as part other total elevation contract amount bid and accepted by the homeowner and the City.
- Ensure Homeowner selects among the qualified contractors in the manner and method prescribed and supports the selection

Standard Contract with the City of Jersey Village for example purposes only.

- Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner
- Prepare and present Homeowner/City agreement for elevation. This agreement will provide the details of the Homeowner responsibility for hiring the elevation contractor and will have language indemnifying the City and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement
- Submit owner signed agreement to City for review and signature
- For those Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between City and Homeowner. Ensure these funds are deposited with the City in escrow accounts
- Facilitate payments to contractors from the City
- Meet with each Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.
- Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the grant. If problems are encountered, the Contractor will seek resolution from the City and the State.
- This element requires the submittal of a schedule for completion for elevation as part of the bid and resultant contract for elevation. JSWA will closely monitor this schedule and include progress reviews in the below mentioned weekly reports.
- Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

Cost of Services

(to be added)

Exhibit D - TWDB Standard Required Clauses

For the following Four TWDB required clauses, “Contract” refers to the Agreement between the City and _____, “Subcontractor” Refers to _____, and “Contractor” refers to City of Jersey Village

State Auditor Clause

By executing this Contract, the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract.

The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Financial Records Clause

The SUBCONTRACTOR(S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR(S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles,

Ownership Clause

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR(S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR(S) and the TWDB.

These materials shall not be copyrighted or patented by the SUBCONTRACTOR(S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR(S) or its SUB- SUBCONTRACTOR(S) will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT.

Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR(S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR(S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR(S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials

Standard Contract with the City of Jersey Village for example purposes only.

or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

No Debt Against The State Clause

For the purpose of this CONTRACT, the SUBCONTRACTOR(S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR(S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR(S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR(S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR(S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT. The SUBCONTRACTOR(S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR(S) to perform the subject work.

Licenses, Permit and Insurance Clause

For the purpose of this CONTRACT, the SUBCONTRACTOR(S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR(S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR(S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT.

The SUBCONTRACTOR(S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR(S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR(S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.