

**SPECIAL PROVISIONS
REQUEST FOR QUALIFICATION
FMA PROGRAM HOME ELEVATION SERVICES**

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:
TWDB - FMA PROGRAM HOME ELEVATION SERVICES**

Respondents are required to submit one electronic copy in a single PDF File via email to Lorri Coody, City Secretary, at lcoody@jerseyvillagetx.com on or before the due date stipulated below. All emails must have in the subject line **“TWDB - FMA PROGRAM HOME ELEVATION SERVICES”**.

The City will not be responsible in the event any submittal is not received 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 7, 2022. 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 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.

Publication Dates: January 19 and January 26
/s/Lorri Coody, City Secretary

Posted Online January 12, 2022

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1. THE PACKAGE

The Request for Qualification, general and special provisions, drawings, specifications/line item details, contract documents and the qualification sheet are all considered part of the qualification package. The packet must be submitted one electronic copy in a single PDF File and signed by an authorized representative by original signature. Failure to complete and sign the qualification sheet/contract page(s) may disqualify the qualification from being considered by City Council. Any individual signing on behalf of the Respondent expressly affirms that he or she is duly authorized to tender this qualification and to sign the qualification sheet/contract under the terms and conditions in this qualification. Respondent further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the City of Jersey Village. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the qualification. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

Each Respondent is required to thoroughly review this entire qualification packet to familiarize themselves with the qualification procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Respondent will execute with the City.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, Respondents are to direct all communications regarding this package to the City of Jersey Village City Manager, unless otherwise specifically noted.

If you have any questions/concerns regarding the information or instructions contained within this packet, contact Austin Bleess, City Manager, in writing via email at ableess@jerseyvillagetx.com, no later than 5pm on January 28, 2022. All questions and answers will be posted on the city website with this RFQ no later than 5pm on February 1, 2022.

An authorized person from each Respondent must sign all package documents requiring a signature. This signature acknowledges that the Respondent has read the qualification documents thoroughly before submitting a packet and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Qualification Package. It provides specific information necessary to aid Respondents in formulating a thorough response.

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3. QUALIFIER'S RESPONSIBILITY

The Respondent must affirmatively demonstrate its responsibility in areas 1-5 below. The Respondent 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 all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Qualification;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

4. TIME FOR RECEIVING QUALIFICATIONS

Packets received prior to the submission deadline will be maintained unopened until the specified time for opening. If the Respondent fails to identify the RFQ Title on the outside of the envelope as required, the City Secretary will open the envelope for the sole purpose of identifying the RFQ Title for which the submission was made. The envelope will then be resealed. No liability will attach to a City office or employee for the premature opening of a Package. If you do not submit a qualification, return this Request for Qualification and state reason, otherwise your name may be removed from our mailing list.

5. PACKET OPENING

Only the names of Respondents will be read at the opening. The evaluation team will examine the packets promptly and thoroughly. No Packet may be withdrawn for a period of sixty (60) calendar days of the RFQ opening date.

6. CITY COUNCIL

No contract is binding on the City until it is properly placed on the City Council Agenda, approved in open session, authorized to be executed by the City Manager and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the City. Only the City Council acting as a body may enter into a contract on behalf of and contractually bind the City. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City Attorney prior to being accepted and signed by the City's authorized representative.

7. REJECTION OF QUALIFICATIONS

The City, acting through its City Council reserves the right to: (1) reject any and all packets, (2) waive any informality in the qualifications received; (3) disregard the packet of any Respondent determined to not meet those requirements in "3" above.

8. SUBSTITUTES

It is not the City's intent to discriminate against the use of any materials of equal merit to those specified above; however, should the Respondent desire to use any substitutions, prior written

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approval shall be obtained from the City Manager sufficiently in advance in order that an addendum might be issued.

9. EXCEPTIONS TO QUALIFICATION REQUIREMENTS

The Respondent will list on a separate sheet of paper any exceptions to the requirements of the RFQ Package. This sheet will be labeled, "Exceptions to Qualification Conditions", and will be included with the packet. If no exceptions are stated, it will be understood that Respondents will comply with all general and specific conditions, without exception. The Respondent must specify in its packet any alternatives it wishes to propose for consideration by the City. Each alternative should be sufficiently described and labeled within the packet and should indicate its possible or actual advantage to the FMA Program. The City reserves the right to offer these alternatives to other Respondents.

10. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, City of Jersey Village qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the City is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services.

Contractor is cautioned that this RFQ provision simply highlights some statutory qualifying exemptions from the sales and use taxes imposed under Chapter 151. This provision is not a certificate of tax exemption. If

Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the City of Jersey Village Finance Department. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

11. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances. Respondent's prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Respondents may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Respondent's cost for his product exceeds 10% of the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Respondent thinks it will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Respondent's original packet submission.

A request for a pass through cost does not guarantee that one will be granted. Respondents must

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submit such information on each request as is required by the City Manager. The City Manager will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Respondents will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Respondent as such increase is reflected by the original cost stated in the qualification. But in no event will the amount of additional compensation exceed 25% increase in the Respondents original cost for its product as such cost is reflected in the Respondent's original qualification or the duration exceeds a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

12. MODIFICATION OF QUALIFICATIONS

A Respondent may modify the contents of a submitted packet by letter at any time prior to the submission deadline. Modifications submitted before opening must be initialed by Respondent guaranteeing authenticity. Qualifications set forth in Respondent's packet may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the City Council considering of same.

13. SIGNATURE ON QUALIFICATIONS PACKAGE

Each packet shall provide the complete mailing address of the Respondent and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each packet shall include the Respondents Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and qualification response sheet will disqualify the Respondent from being considered by the City. The person signing on behalf of the Respondent expressly affirms that the person is duly authorized to tender the RFQ packet and to sign the qualification sheets and contract under the terms and conditions of this RFQ and to bind the Respondent thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the City Council agenda, approved in open session, authorized to be executed by the City Council, and fully executed by both parties.

14. EVALUATION CRITERIA AND FACTORS FOR AWARD

The award will be made to the responsible Respondents whose qualifications are determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualification.

Each Respondent, by submitting a packet, agrees that if its submission is accepted by the City Council, such Respondent will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this RFQ.

Respondent shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the City of Jersey Village. The Respondent will perform all services indicated in the packet in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Council Agenda and approved in open session. Department heads and other elected officials are not authorized to enter into any type

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of agreement or contract on behalf of City of Jersey Village. Only the City Council, acting as a body, may enter into a contract on behalf of the City. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City Attorney prior to being signed by the City's authorized representative.

The City of Jersey Village reserves the right to accept individual items listed in the RFQ packet, or group items, or on the RFQ packet as a whole; to reject any and all packets; to waive any informality in the packet; and to accept the RFQ packet that appears to be in the best interest of the City. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written packet contents. The proposed cost to the City will be considered firm, unless the City invokes its right to request a best and final offer and cost cannot be altered after the submission deadline.

In determining and evaluating the best packet, the pricing may not necessarily be controlling. Quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The City Council shall be the sole judge in the determination of these matters.

The City reserves the right to reject any or all packets in whole or in part received by reason of this RFQ and may discontinue its efforts under this RFQ for any reason or no reason or solely for the City's convenience at any time prior to actual execution of the contract by the City.

Respondent whose qualifications do not meet the mandatory requirements set forth in this RFQ will be considered noncompliant.

The invitation to submit a packet which appears in an authorized advertising medium, these general provisions, specifications which follow, the qualification sheets, and any addenda issued are all considered part of the qualification package.

Each Respondent, by submitting a packet, agrees that if its submission is accepted by the City Council, such Respondent will furnish all items and services upon the terms and conditions in this RFQ and contract. Notice of contract award will be made within ninety (90) days of opening of packets to the lowest responsive and responsible contractor, whose qualifications comply with all the requirements in the Request for Qualifications.

Respondents shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Qualifications.

Respondent shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the City of Jersey Village and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Jersey Village.

Any Respondent that does not have its Principal place of business in Jersey Village, Texas should involve/retain local contractors to the fullest extent possible and state the percentage of which it will involve/retain local contractors for performance of the contraction services identified herein.

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15. PUBLIC INFORMATION ACT

The parties agree that the City is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. **Respondent agrees that it has clearly and conspicuously marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. City agrees to provide notice to Respondent in accordance with the Public Information Act in the event the City receives a request for information under the Public Information Act for information that the Respondent has marked as confidential, proprietary, and/or trade secret.**

16. RESULTANT CONTRACT

The resultant contract shall become effective upon the City Councils' execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, qualification package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/qualification, bidder/Respondent must sign three (3) original contracts and return with their bid/qualification submittal.

The criteria utilized for determining responsibility of Respondent includes, but is not limited to, the Respondent's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the City. The Respondent shall furnish any information requested by the City in order for the City to determine the extent to which respondent meets these criteria.

17. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

18. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Respondent of the provisions of the contract shall be issued by City Manager, and all replies shall be made in writing to the City Manager. Notices issued by or issued to anyone other than the City Manager shall be null and void and shall be considered as not having been issued or received.

Jersey Village reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or qualifications or further negotiations. At a minimum, Respondent shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney

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fees.

In the event of Termination for Default, City of Jersey Village, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Respondent.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

City reserves the right to terminate this contract immediately in the event Respondent: Fails to meet delivery or completion schedules; Fails to otherwise perform in accordance with the packet representations.

19. TERMINATION FOR CONVENIENCE

City may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the City to serve the public interest. City may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any government law, order, ordinance, regulation, or court order. In no event shall City be liable for loss of any profits anticipated to be made hereunder by Respondent should this contract be terminated early.

20. FORCE MAJEURE

If, by reason of force Majeure, either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for continuance, due to the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

21. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Qualifications is an estimate only. Since the exact quantities cannot be predetermined, the City reserves the right to adjust quantities as deemed necessary to meet its requirements.

22. CONTRACTOR INVESTIGATION

Before submitting a packet, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the contractor will rely. If a Respondent receives an award as a result of its packet submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of

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ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

23. NO COMMITMENT BY CITY OF JERSEY VILLAGE

This Request for Qualification does not commit the City of Jersey Village to award any contract, or to pay any costs associated with or incurred in the preparation of a packet responsive request, or to procure or contract for services or supplies.

24. BEST AND FINAL OFFERS

In acceptance of a Respondent's qualifications, the City of Jersey Village reserves the right to negotiate further with one or more of the Respondents relative to any features of their qualifications and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a Best and Final Offer from one or more of the Respondents. If invoked, it allows acceptable Respondents the opportunity to amend, change or supplement their original packet submission. Respondents may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

25. SINGLE QUALIFICATION RESPONSE

If only one packet is received in response to this Request for Qualifications, a detailed cost qualification may be requested of the single Respondent. A cost/price analysis and evaluation and/or audit may be performed of the cost qualification in order to determine if the price is fair and reasonable.

26. REJECTION/DISQUALIFICATION OF QUALIFICATIONS

City of Jersey Village reserves the right to reject any or all packets, in whole or in part received by reason of this RFQ package and may discontinue its efforts for any reason under this RFQ package at any time prior to actual execution of the Contract by the City. Respondents may be disqualified and rejection of Respondents may be recommended to the City Council for any of (but not limited to) the following causes:

- A. Failure to use the qualification form(s) furnished by the City, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the qualification form.
- C. Failure to properly complete the RFQ package.
- D. Qualifications that do not meet the mandatory requirements.
- E. Evidence of collusion among Respondents.

27. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this RFQ, a written notice of such revision will be provided to all Respondents in the form of addenda. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Respondents in a written addendum from the City Manager.

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The City of Jersey Village reserves the right to revise or amend the RFQ specifications up to the time set for opening of packets. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments will be posted on the city website. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of packets may be postponed by such number of days as in the opinion of the City shall enable contractors to revise their packet. In any case, the packet openings shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening of packets.

28. QUALIFICATION IDEAS AND CONCEPTS

The City reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any packet.

29. QUALIFICATION DISCLOSURES

The names of those who submitted packets will not be made public until after an award is made by City Council. No price or staffing information will be released. Respondents are requested to withhold all inquiries regarding their packet or other submissions until after an award is made. No communication is to be had with any City of Jersey Village employee, other than the City Secretary, regarding whether a qualification was received. Violations of this provision may result in the rejection of a packet.

30. WITHDRAWAL OF QUALIFICATION

Respondents may request withdrawal of a sealed packet prior to the scheduled packet opening time provided the request for withdrawal is submitted to the City Manager in writing. No packet documentation or representations may be withdrawn for a period of sixty (60) calendar days after opening of the qualifications.

31. INDEMNIFICATION

The Respondent shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the City of Jersey Village, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from Respondent's operations under this contract, its use of City facilities and/or equipment or from any other breach on the part of the Respondent, its employees, agents or any person(s) in or about the City's facilities with the expressed or implied consent of the City. Respondent shall pay any judgment with cost which may be obtained against City of Jersey Village resulting from Respondent's operations under this contract.

Respondent agrees to indemnify and hold the City harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Respondent shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Respondent fails to do so, then the City reserves the right to pay unpaid bills of which City has written notice direct and withhold from Respondent's unpaid compensation a sum of money reasonably sufficient to

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liquidate any and all such lawful claims.

32. PROOF OF INSURANCE

Successful Respondent agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Respondent and providing that the amount by reason of services limits of not less than the following sums:

- A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and \$2,000,000.00 products/completed operations aggregate.
- An automobile liability policy with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage to include owned, hired, and non-owned vehicles.
- A professional liability policy that will cover all acts, errors, or omissions in the amount of \$1,000,000.00 per claim, with an aggregate of at least \$2,000,000.00, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information.
- A hazard insurance policy on a builder's risk or special causes of loss policy form with a broad form named insurance and with loss payable endorsements acceptable to the City insuring the improvements and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by homeowner if homeowner is remaining in their property during elevation.
- Cargo, or similar insurance protecting the homeowner's, lessor's, or tenant's personal property in the minimum amount of \$50,000 per occurrence, with a minimum aggregate amount of \$200,000.
- Riggers, care, custody or control, or similar insurance protecting the dwelling and other structures being elevated in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000
- Insurance protecting the homeowner, lessor, or tenant from losses not caused through any fault of the contractor in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000
- Worker's Compensation insurance
- Any additional insurance required by law

If the above insurance is written on a Claims Made basis, then such insurance shall be endorsed to provide an extended reporting period (tail coverage) of not less than two years following the termination of the agreement. To the extent of any conflict between the provisions pertaining to insurance for commercial general liability, automobile liability, professional liability, and hazard insurance policy between the terms within the General Provisions of this RFQ and the terms within the Special Provisions of this RFQ- then the terms of the Special Provisions shall control for solely that insurance.

Successful Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Respondent. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be

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furnished by successful Respondent to the City.

Insurance is to be placed with insurers having a Best rating of no less than A. The Respondent shall furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Respondent shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the Respondent has the right to pursue other remedies permitted by law or in equity.

The City agrees to provide respondent with reasonable and timely notice of any claim, demand, or cause of action made or brought against the City arising out of or related to performance of Respondent's obligations pursuant to this RFQ and construction services relative to the FMA program. Respondent shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The City agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Respondent.

In no event shall the City be liable for any damage to or destruction of any property belonging to the Respondent.

City of Jersey Village and the homeowners shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

33. PATENT AND COPYRIGHT PROTECTION

The Respondent agrees at its sole expense to protect the City from claims involving infringement of patents or copyrights.

34. CONFLICT OF INTEREST DISCLOSURE REPORTING/CIQ

Respondent may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the City Secretary of Jersey Village, Texas.

If Respondent has an employment or other business relationship with an officer of City of Jersey Village or with a family member of an officer of Jersey Village that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the City Secretary of Jersey Village.

If Respondent has given an officer of Jersey Village or a family member of an officer of Jersey Village one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the City Secretary of Jersey Village, at City Secretary, City of Jersey Village, 16327 Lakeview Dr Jersey Village, TX 77040, or via email at lcoody@ci.jersey-village.tx.us.

Again, if Respondent is required to file a CIQ Form, the original completed form is filed with the

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City Secretary's Office.

For Respondent's convenience, a blank CIQ Form is enclosed with this proposal.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Respondent's sole responsibility to file a true and complete CIQ Form with the City of Jersey Village City Secretary if Respondent is required to file by the requirements of Chapter 176. Respondent is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

35. CERTIFICATE OF INTERESTED PARTIES

Before a contract will be awarded by the City of Jersey Village the selected parties must complete the Form 1295 Certificate of Interested Parties form through the Texas Ethics Commission. The form can be completed online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

36. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the City does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Jersey Village City Council.

37. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting an RFQ packet, that the submission is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submission is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited another Respondent to put in a false or sham packet, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham packet, or that anyone shall refrain from bidding; that the respondent has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the qualification price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the qualification price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFQ packet are true; and further, that the Respondent has not, directly or indirectly, submitted his or her packet price or any breakdown thereof, or the contents thereof, or divulged

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information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, qualification depository, or to any member or agent thereof to effectuate a collusive or sham submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any City employee prior to the opening of responses to this Request for Qualification.

No officer or employee of the City of Jersey Village, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all City of Jersey Village contracts for this service.

38. SOVEREIGN IMMUNITY

The City specifically does not waive and specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

39. MERGERS, ACQUISITIONS

The Respondent shall be required to notify the City of any potential for merger or acquisition of which there is knowledge at the time that a packet is submitted.

If subsequent to the award of any contract resulting from this RFQ, the Respondent shall merge or be acquired by another firm, the following documents must be submitted to the City.

1. Corporate resolutions prepared by the awarded respondent and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Respondent's Federal Identification Number (FEIN); and
3. New Respondent's proposed operating plans.

Moreover, Respondent is required to provide the City with notice of any anticipated merger or acquisition as soon as Respondent has actual knowledge of the anticipated merger or acquisition. The New Respondent's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the City Council for its approval.

40. DELAYS

The City reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the City. There shall be no additional costs attributed to these delays should any occur. Respondent agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any

Other claim by Respondent attributed to these delays, should any occur. In addition, Respondent agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

41. ACCURACY OF DATA

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Information and data provided through this RFQ are believed to be reasonably accurate.

42. SUBCONTRACTING/ASSIGNMENT

Respondent shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of City Council. Such consent, if granted, shall not relieve the Respondent of any of its responsibilities under this contract.

43. INDEPENDENT CONTRACTOR

Respondent expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing City to exercise control or direction over the manner or method by which Respondent or its subcontractors perform in providing the requirements stated in the Request for Qualification.

44. MONITORING PERFORMANCE

The City shall have the unfettered right to monitor and audit the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Respondent shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Respondent's work and performance under this contract. In the event any such material is not held by the Respondent in its original form, a true copy shall be provided.

45. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the City at:

City Secretary

City of Jersey Village

16327 Lakeview Drive

Jersey Village, TX 77040

City Manager

City of Jersey Village

16327 Lakeview Drive

Jersey Village, TX 77040

46. SUBJECT TO AVAILABILITY OF FUNDS

Successful Respondent 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 the City of Jersey Village

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City Council.

47. STATEMENT OF QUALIFICATIONS (SOQ) COSTS

City of Jersey Village shall not be liable for any costs incurred by Respondent in preparation, production, or submission of its SOQ and shall not be liable for any work performed by Respondent prior to issuance of fully executed contract and properly issued notice to proceed. Jersey Village shall not be liable for any costs incurred by Respondent by reason of attending a pre-qualification conference. Jersey Village shall not be liable for any costs incurred by Respondent by reason of the City invoking the use of best and final offers.

48. RECORDS RETENTION AND RIGHT TO AUDIT

Successful Respondent herein acknowledges that this contract is subject to Federal and State of Texas requirements of record retention. Respondent shall keep and maintain all records associated with this contract and all elevation projects awarded to Respondent for a minimum of five (5) years from the closeout of the grant to the State, or as required by other Federal or State law or regulation, whichever period is longer. Respondent shall allow the City reasonable access to the records in Respondent's possession, custody, or control that the City deems necessary to assist it in auditing the services, costs, and payments provided hereunder.

Respondent also shall allow reasonable access to representatives of the State of Texas, the TWDB, the Federal Emergency Management Agency, the Office of Inspector General, and the General Accounting Office that such entities deem necessary to facilitate review by such agencies.

49. COMPLIANCE WITH IMMIGRATION LAWS

Respondent acknowledges and agrees that it shall comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Respondent further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Respondent shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Respondent will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

50. SECTION 231.006 FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, if applicable, Respondent certifies that the individual or business entity named in this Response is current in his or her child support payments and is, therefore, eligible to receive payments from State funds under a contract for property, materials, or services. Respondent acknowledges and agrees that any resulting contract from this RFQ may be terminated and payment withheld if this certification is inaccurate. Any Respondent subject to this Section must include the names and social security numbers of each person with at least 25% ownership in the business entity named in the SOQ.

51. EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it shall not discriminate against any employee or applicant for

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employment because of race, color, religion, national origin, sex, disability, or veteran status. Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability or veteran status. 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.

Respondent agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment. Respondent will, in all solicitation or advertisements for employees placed by or on behalf of Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, or veteran status. Respondent shall include the provisions herein in all subcontracts for any work to be performed in the FMA Program.

52. DRUG-FREE WORKPLACE

Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitled; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder and maintain a drug-free work environment.

53. AMERICANS WITH DISABILITIES ACT

Respondent shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

54. NONDISCRIMINATION

Respondent acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

Title VI of the Civil Rights Act of 1964

Title IX of the Education Amendments of 1972 The Rehabilitation Act of 1973, Section 503 The Rehabilitation Act of 1973, Section 504 The Age Discrimination Act of 1975

The Drug Abuse Office and Treatment Act of 1972 The Drug-Free Workplace Act of 1988

55. CERTIFICATION REGARDING LOBBYING

Respondent certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, to any person for influencing or attempting to influence a department or employee of an agency, a member 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

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- any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Respondent shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

56. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Respondent certifies that neither Respondent nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Respondent or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business. City of Jersey Village is issuing this request for qualifications (RFQ) to procure professional Residential Home Elevation Services in support of the Jersey Village Severe Repetitive Loss Elevation Program. The City is seeking professional firms to provide comprehensive building elevation services necessary to implement potential FMA projects under the terms and conditions established by this RFQ and City of Jersey Village. City of Jersey Village has approved qualified contractors to provide Residential Home Elevation Services and wishes to expand the pool of contractors eligible to perform the Residential Home Elevation Services and thus is issuing this RFQ.

57. ADDITIONAL CRITERIA

PROJECT DESCRIPTION

The Flood Mitigation (FMA) program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program. (NFIP) The grant program was authorized under Section 1366 of the National Flood Insurance Reform Act 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264 and by the Biggert Waters Flood Insurance Reform Act of 2012, Public Law 112-141.

Elevation of a flood prone structure is one of the most common and effective mitigation measures used to prevent further damages from flooding. The overall objective of elevation is to raise the height of the lowest floor of the structure so that it meets the required level of protection based on flood zone data for the specific location. When a structure is properly elevated, the living area (lowest floor of the structure) must be a minimum of 1.5 feet above the base flood elevation.

City of Jersey Village has been awarded a \$3,631,947 of which \$3,355,447.63 is Federal Share and \$276,499.37 is the City of Jersey Village share. Flood Mitigation Assistance Project Grant by TWDB to elevate qualifying private residences in Jersey Village.

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Selected Respondents will meet with individual homeowners and representatives of the City to provide turn- key pricing for elevation services to include all permits, plans and specifications, engineer concurrence, initial first floor elevation, final elevation certificate and all relevant building and planning codes. Payments will be made by the City on a pre-established draw schedule. All work must be performed and a good and workmanlike manner. Respondents must demonstrate Bonding capacity, a past government project experience (City, County or State of Texas experience is preferred), and the ability to perform the services listed within this RFQ.

PROJECT SCHEDULE(S)

It is anticipated multiple individual projects will be of varying duration, scope and complexity. Specific project schedule(s) will be coordinated between the City, homeowners, and successful respondent(s).

Note: All RFQ responses are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. RFQ responses will only be withheld from or released to the public in accordance therewith. Information deemed proprietary by each Respondent shall be clearly and conspicuously labeled as such by the submitting Responder prior to submission of response to the City Secretary, City of Jersey Village.

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DEFINITIONS

| | |
|----------------|---|
| FMA | means Flood Mitigation Assistance Program |
| Committee | means the Jersey Village RFQ Review Committee that will be responsible for the review and ranking of the responses to this RFQ. |
| City | means City of Jersey Village |
| Jersey Village | means City of Jersey Village |
| County | means the County of Harris |
| State | means the State of Texas |
| FEMA | means the Federal Emergency Management Agency |
| NFIP | means the National Flood Insurance Program |
| Respondent | means the individual or entity responding to this solicitation |
| SOQ | mean Statement of Qualifications |
| RFQ | means Request for Qualifications |

SCHEDULE OF EVENTS

The following is a schedule of events concerning the procurement process:

| | |
|---------------------------------|---------------------------------------|
| Advertisement of RFQ on-line: | Wednesday, January 12, 2022 |
| Advertisement of RFQ newspaper: | Beginning Wednesday, January 19, 2022 |
| Questions on RFQ due: | Friday, January 28, 2022 at 5:00pm |
| Responses to questions on-line: | Monday, January 31, 2022 at 5:00pm |
| RFQ Opening: | Monday, February 7, 2022 at 2:00pm |

PROCEDURE

The City of Jersey Village is requesting that Respondents submit complete responses to the information requested in this RFQ. Each Respondent should pay careful attention to the requested response format. One digital copy in a single PDF File shall be delivered to City Secretary, via email at lcoody@jerseyvillagetx.com no later than 2:00 PM February 7, 2022.

The review committee will review the submitted Statements of Qualifications response packets and upon review will establish an order of ranking of the responding potential service providers based on their response to this RFQ. In order to seek additional information from the respondents the Committee may develop a short list of professional firms to interview for the project(s). Respondents not selected for further consideration will be notified at the first opportunity. Interviews, if necessary, with selected firms will be held at the Jersey Village City Hall, 16327

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Lakeview Drive, Jersey Village, TX, 77040, at which time the selected Respondents will be asked to present additional information to support their SOQ's and introduce their prime team members. Selected Respondents will be notified of interview times.

REFERENCE CHECKS

In order to clarify any response, the Committee may contact references provided in response to this RFQ, contact Respondent's clients, or solicit information from any available source concerning any aspect of the RFQ or response deemed pertinent to the evaluation process.

SCOPE OF SERVICES

The City is seeking building elevation services necessary to implement individual residential FMA Elevation projects. The following areas of expertise shall be required by the City for the successful implementation and administration of the FMA Elevation Grant program. The capability of a Respondent to provide expertise in more than one (or all) of the services identified below will be considered favorably in the City's ranking and selection process. Respondents may subcontract for such services; however, self- performance is preferred. All subcontracting relationships for services shall be disclosed and clearly documented. The elevation services performed must meet:

- FEMA SFHA building elevation certifications;
- City Flood Plain Elevation certifications or other applicable entity;
- Written 10/2/1 warranty from third-party warranty provider
- Repair of damage caused to homes during the elevation project.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

All work requested of Respondents described in the Scope of Services section of this RFQ shall be issued by specific written work authorization from Jersey Village. Such written authorization must include a particular scope of services, a schedule, a list of deliverables, and such other information or special conditions as may be necessary for the work requested. One or more authorizations may be issued under a contract during the contract term.

CONTRACT AND TERM

The City is seeking qualified contractors to provide the services requested under this RFQ. The cost of those services is not to exceed the combined total for the FMA Elevation Grant award for the base contract term plus all renewal periods, if applicable. The current contract term between the City and the TWDB is TBD. Once Respondents have been selected, they will meet with and submit turn-key pricing for individual private residential elevation projects. Selected Respondents will then be selected by the homeowner subject to approval by the City, and a contract will be entered into by and between the homeowner, the contractor, for that eligible FMA elevation construction project. Services provided under any contract resulting from this RFQ will be required on an irregular and as needed basis throughout the FMA Grant contract period. The City reserves the right to increase this amount if additional funds become available. Any contract resulting from this RFQ shall be effective from the date the contract is awarded not to exceed the standard elevation contract period. The City, at its own discretion, may extend any contract(s) awarded pursuant to this RFQ for a period necessary to satisfactorily complete an elevation project or projects, subject to terms and conditions mutually agreeable to the parties. Any award is contingent upon the successful negotiation of the contract terms and upon approval of the City

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Manager's recommendation to City Council and approval of said recommendation.

COMPENSATION

Selected / successful Respondent(s) will be compensated on a negotiated fee subject to the following draw schedule:

- a. **Pre-elevation/mobilization** - 20% of the total ELEVATION CONTRACT AMOUNT
- b. **Raised, ready to set, building department inspections** – second 40% of the total ELEVATION CONTRACT AMOUNT,
- c. **Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT
- d. **Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT

NO GUARANTEE OF VOLUME OR USAGE

The purpose of this RFQ is to identify a qualified Contractor pool from which eligible homeowners will have the option of choosing to complete the elevation of their homes. As such, Jersey Village makes no guarantee of the number of homes any given contractor will be selected to elevate.

WRITTEN WORK AUTHORIZATION

During the term of any contract awarded under this RFQ, the City may request Respondent to perform certain tasks as described above, subject to a specific written work authorization. All Work Authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed by Respondent, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

Minimum Qualifications

- Respondents must meet the minimum qualifications listed below. Furthermore, RFQ Responses that appear unrealistic in terms of technical capability, commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
- Respondent must have been in business for a minimum of three (3) years or the principals must have had three (3) years ownership/management experience in a previous company that provided building elevation services.
- Respondent must have demonstrated experience in providing building elevation services in the categories requested in the Scope of Services.
- Respondent must provide designs and specifications from a Professional Engineer (P.E.) in the state of Texas.
- Respondent must provide a history of building elevation projects.
- Respondent must include a letter from a Bonding company highlighting Respondent's Bonding capacity. Proof of bonding capacity of at least \$500,000 and outstanding payment and performance bond or bonds in favor of the homeowner, in the minimum amount of the value of the home elevation project, to be maintained for the duration of the project.
- At a minimum Contractor will be required to provide to each homeowner for which they complete a home elevation a written 10/2/1 warranty from third-party warranty provider. This warranty will be 10 years on the structural foundation

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system, 2 years on the mechanical reconnections, and 1 year on workmanship.
Please describe the warranties Contractor will provide.

RESPONSE COMPOSITION

To be considered responsive to this RFQ, Respondents shall submit a Statement of Qualifications (SOQ).

For ease of evaluation, the SOQs shall be presented in a format that corresponds to and references sections outlined within this RFQ, (see sections 1-9) and presented in the same order. Responses to each section and subsection shall be labeled so as to indicate which item is being addressed. Exceptions to this requirement may be considered during the evaluation process.

DISCREPANCY

If discrepancies are found between two or more copies of the SOQs, the original copy will provide the basis for resolving such discrepancies. If one SOQ is not clearly marked "ORIGINAL", the City may reject the SOQ. However, the City may, at its sole option, select one clearly marked copy to be used as the original.

RESPONSE LENGTH

Responses shall not exceed 50 pages in length, including cover pages, table of contents, appendices and attachments, and should be formatted as follows: 8 ½ "h" x 11" paper, 12-point font size. Items such as annual reports DO NOT count against the page limit. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the SOQ, with specific references made to the section tab number, page, and/or paragraph where the supporting information can be found. SOQs are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ.

Failure to meet this response length condition may result in disqualification of the SOQ, and the Respondent shall receive no further consideration.

Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and completeness and clarity of content.

RFQ OPENING DATE:

Date: February 7, 2022 @ 2:00PM

FOR: FMA Program Home Elevation Services for the FMA Elevation Program

Note: The City will not be held responsible for RFQ Response envelopes mishandled as a result of being improperly prepared. It is the Respondent's responsibility to mark appropriately and deliver the RFQ Response to the County by the specified date and time.

REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in the RFQ Scope of Services and to produce the specified products or

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services on time. In addition to providing complete information regarding how the Respondent meets or exceeds the minimum qualifications the Respondent must provide the following information formatted in the Response as follows (Sections 1 through 9):

Section 1: Company Narrative

The year company was founded, background and history (and parent company, if applicable) and, if incorporated, the state in which the company is incorporated and the date of incorporation. The Respondent's ownership structure (corporation, partnership, LLC, or sole proprietor) including all wholly owned subsidiaries, affiliated companies, or joint ventures. If Respondent is an affiliate of another company, or has a joint venture or strategic alliance with another company, list companies, please identify the parent company, former parent company's name (if any) percentage of ownership, and the percent of the parent's ownership and total revenue generated by the organization, or revenues recognized by each joint venture partner, as appropriate; location of company headquarters and location of the primary office(s) that will service any contract resulting from this RFQ, in addition to a listing of offices intended to support the contract with city, state, telephone number, email contact address, and total number of personnel at each of these offices. Finally, Respondent shall Include documentation showing its authority to conduct business in the State of Texas from the Secretary of State's Office of the State of Texas.

Section 2: Respondent Justification

Why Respondent is qualified to provide the services described in the Scope of Services in this RFQ, focusing on the company's key strengths and advantage to the City to select the Respondent. Respondent shall identify its geographical service area and limitations (if any) within Jersey Village and clearly indicate Respondent's primary coverage area and coverage area(s) of any affiliates or subcontractors (if applicable).

Section 3: Respondent Logistics/Staffing Profile

Names, titles, addresses, telephone numbers, and email addresses of not more than two (2) primary company contacts. Name, address, telephone number, and email address of the Respondent's point of contact for a contract resulting from this RFQ. Respondent should provide brief resumes for key staff to be responsible for the performance of any contract resulting from this RFQ. The staff profile(s) should describe personnel by discipline and should identify the Texas Professional Engineer(s) who will sign/seal engineering work products. Also staffing profiles of project managers and foremen responsible for the projects in Jersey Village.

Section 4: Demonstrated Project Experience

Respondent will provide a minimum of five (5) project specific references relating to building elevation projects performed in the United States, preferably within the State of Texas, for State, Federal, and/or Local government clients, undertaken within the last five (5) years. Respondent should make special note of projects completed as part of any FMA grant program. Respondents shall be asked to provide current contact information. This information shall include:

- Client names;
- Brief project description-including location and type of project and whether TWIA and/or SFHA ordinances were applicable and fulfilled for the project;

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- Project dates (starting and ending) and proposed timelines, change orders, delays etc.;
- Staff assigned to a previous project who will be designated for work associated with this RFQ;
- Client project manager and owner name, telephone number, fax number, and email address;
- Cost breakdown of all elevation services provided as part of the project, and total project cost.
- Any Local, State or National awards the Respondents have received as a result of their project designs, project management, project implementation or other innovative approaches to successful project completion.

Section 5: Major Sub-Contractor Information

In addition to the requirements found in the Scope of Work Section, Respondent must identify any sub- contractors Respondent intends to utilize in performing work under any contract or work order resulting from this RFQ. Respondent must indicate whether or not Respondent holds any financial interest in any sub- contractor. As a condition of award, an authorized officer or agent of each proposed sub-contractor must sign a statement to the effect that the sub-contractor has read, and shall agree to abide by Respondent's obligations under any contract awarded pursuant to this RFQ, and must not conduct work activities inconsistent with the goals and objectives of the FMA Elevation Program.

Section 6: Litigation History

Respondent must include in its RFQ Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last three (3) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any Respondent. The RFQ Response may be rejected based upon Respondent's prior history with any Federal Agency, the State of Texas, City of Jersey Village, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Respondent shall inform Jersey Village if it or any potential sub-consultant is currently or has ever been listed on the federal debarred list. If the Respondent or potential sub-consultant is currently, or has ever been suspended, Respondent must provide an explanation and current status of any pending resolution to the circumstances.

Section 7: Conflicts of Interest

Respondent must disclose any potential conflict of interest it may have in providing the services described in this RFQ, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account. Please return a copy of the completed CIQ form as a part of this section. Original form must be sent to the City Secretary, City of Jersey Village City Secretary per instructions outlined in the General Provisions, Section 38.

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Section 8: Vendor Qualification

All Respondents seeking consideration to be a qualified vendor with the City of Jersey Village with respect to this RFQ **must** complete and return the following attached form with your submittal(s):

| | |
|--------------------------------|--|
| Form PEID: | Person /Entity Information Data; |
| Form W-9: | Request for Taxpayer Identification Number and Certification; |
| Form CIQ: | Conflict of Interest Questionnaire; and |
| Debarment Certification | Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matter |

Section 9: Debarment & Suspension

Respondent certifies that neither it nor any of its principals is ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Respondent certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or state agency. Respondent certifies that neither it nor any of its principals have, within a three-year period preceding the date of its submission of its SOQ, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800. Respondent certifies that neither it nor any of its principals are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated herein. Respondent certifies that neither it nor any of its principals, within a three-year period preceding the date of its submission of its SOQ, had any Federal, state, or local transaction terminated for cause or default. Respondent further agrees to require and include this certification in all contracts between itself and any subcontractors in connection with services performed under any resultant contract with the City of Jersey Village. Respondent also certifies that it shall notify Jersey Village in writing immediately if contractor is not in compliance with Executive Order 12549 or any of the offenses enumerated herein during the term of any resultant contract with Jersey Village. Respondent agrees that it shall refund Jersey Village for any payments made to it while ineligible. Respondent further agrees to complete and return the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters with its packet.

Section 10: Financial Solvency

Respondent must provide a letter from the Respondent's bank showing an unused Line of Credit (LOC) of a minimum of \$250,000. Respondent must include its DUNS number/score

SCORING CRITERIA. RFQ Responses shall be consistently evaluated and scored in accordance with the above criteria and scored according to the table below:

**SPECIAL PROVISIONS
REQUEST FOR QUALIFICATION
FMA PROGRAM HOME ELEVATION SERVICES**

| Item: | Scoring. Percentage |
|---|---------------------|
| Qualifications of firm | 35% |
| Demonstrated ability to perform building elevation services as requested in the Scope of Services | 40% |
| Ability to efficiently provide building elevation services at project sites within Jersey Village | 25% |
| Total | 100% |

Evaluation Criteria

RFQ Responses shall be evaluated in accordance with Chapters 2155-2157 of the Texas Government Code.

**SPECIAL PROVISIONS
REQUEST FOR QUALIFICATION
FMA PROGRAM HOME ELEVATION SERVICES**

City of Jersey Village/FMA Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILLITY MATTERS

RFQ: TWDB FMA Program Home Elevation Services

Respondent: _____ Date of Certification: _____

Respondent CERTIFIES, to the best of its knowledge and belief, that Respondent and/or any of Respondent's Principals:

- 1.) Are NOT presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency or State agency;
- 2.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, been convicted of or had a civil judgment rendered against it or them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract; violation of a Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or any of the offenses listed in 2 C.F.R. Part 180, § 180.800;
- 3.) Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above subdivision (subdivision (2));
- 4.) Have NOT, within a three-year period preceding the date of this Certification, nor within the three-year period preceding the submission of its proposal, had any Federal, state, or local transaction terminated for cause or default.

The term "Principal" herein means i.) an officer, director, owner, partner, principal investigator, or other person within the participant (Respondent herein) with management or supervisory responsibilities related to a covered transaction; or ii.) a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Respondent shall provide immediate written notice to the City Manager of the City of Jersey Village at any time prior to award, if the Respondent learns that its certification was erroneous when submitted or that it has become erroneous by reason of changed circumstances. Respondent further agrees that if it is awarded a contract by Jersey Village, that it shall immediately provide written notice to the Jersey Village City Manager in the event any of the certifications listed herein become no longer accurate due to changed circumstances. Respondent further agrees that if it is awarded a contract by Jersey Village, that it shall include these certification requirements in all contracts between itself and any subcontractors in connection with services performed under this FMA Elevation grant program.

Respondent acknowledges that this Certification is a material representation of fact upon which

**SPECIAL PROVISIONS
REQUEST FOR QUALIFICATION
FMA PROGRAM HOME ELEVATION SERVICES**

Jersey Village relies when making award. If Respondent is awarded a contract by Jersey Village and it is discovered that the facts certified to herein are not true, then Jersey Village, in addition to other remedies, may terminate its agreement with Respondent for default.

Respondent represents and warrants that the individual executing this Certification on its behalf has the full power and authority to do so and to legally bind Respondent to the terms h e r e i n .

By: _____
Signature

Sworn to and Subscribed before me on this
_____ day of _____, 20_____.

Printed name and title of person signing above for Respondent

Notary Public in and for the State of T e x a s

My commission expires:_____

City of Jersey Village Vendor Qualification Packet

All Respondent seeking consideration for qualified vendor status with the City of Jersey Village should complete and return only the following attached forms to:

City of Jersey Village
City Secretary
16327 Lakeview Drive
Jersey Village, TX 77040
Phone: (713) 466-2102

- Form PEID: Person /Entity Information Data
- Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> the latest revision of this form.)
- Formic: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Filing of this form with the City of Jersey Village per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: If the person or entity seeking consideration qualified vendor status with the City will be performing work at or on any City owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful Respondent agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Respondent and providing that the amount by reason of services limits of not less than the following sums:

- A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and \$2,000,000.00 products/completed operations aggregate.
- An automobile liability policy with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage to include owned, hired, and non-owned vehicles.
- A professional liability policy that will cover all acts, errors, or omissions in the amount

of \$1,000,000.00 per claim, with an aggregate of at least \$2,000,000.00, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information.

- A hazard insurance policy on a builder's risk or special causes of loss policy form with a broad form named insurance and with loss payable endorsements acceptable to the City insuring the improvements and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by homeowner if homeowner is remaining in their property during elevation. Cargo, or similar insurance protecting the homeowner's, lessor's, or tenant's personal property in the minimum amount of \$50,000 per occurrence, with a minimum aggregate amount of \$200,000.
- Riggers, care, custody or control, or similar insurance protecting the dwelling and other structures being elevated in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000
- Insurance protecting the homeowner, lessor, or tenant from losses not caused through any fault of the contractor in the minimum amount of \$500,000 per occurrence, with a minimum aggregate amount of \$2,000,000
- Any additional insurance required by law

If the above insurance is written on a Claims Made basis, then such insurance shall be endorsed to provide an extended reporting period (tail coverage) of not less than two years following the termination of the agreement. To the extent of any conflict between the provisions pertaining to insurance for commercial general liability, automobile liability, professional liability, and hazard insurance policy between the terms within the General Provisions of this RFQ and the terms within the Special Provisions of this RFQ- then the terms of the Special Provisions shall control for solely that insurance.

Successful Respondent shall carry in full force Workers' Compensation Insurance Policy (is), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Respondent. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Respondent to the City.

Insurance is to be placed with insurers having a Best rating of no less than A. The Respondent shall furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Respondent shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the Respondent has the right to pursue other remedies permitted by law or in equity.

The City agrees to provide respondent with reasonable and timely notice of any claim, demand, or cause of action made or brought against the City arising out of or related to performance of Respondent's obligations pursuant to this RFQ and construction services relative to the FMA program.

Respondent shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The City agrees not to

compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Respondent.

In no event shall the City be liable for any damage to or destruction of any property belonging to the Respondent.

City of Jersey Village and the homeowners shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

Worker's Compensation Insurance:

Successful Respondent shall also carry in full force Workers' Compensation Insurance policy(is), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the Respondent. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the Respondent to the City.

The City of Jersey Village and the homeowner shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(is) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The successful Respondent shall furnish the City with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Respondent shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Jersey Village prior to expiration of any policy.

Code of Ethics • Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Jersey Village to promote and balance the objective of protecting the City's integrity and the objective of facilitating the recruitment and retention of personnel needed by Jersey Village. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Jersey Village procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Jersey Village also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Jersey Village by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Jersey Village to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Jersey Village to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Jersey Village, or for any employee or former employee of Jersey Village to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Jersey Village, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Jersey Village.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Jersey Village to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:

If you have any questions/concerns regarding the information or instructions contained within this packet, contact Austin Bleess, City Manager, in writing via email at ableess@jerseyvillagetx.com, no later than 5pm on January 28, 2022. All questions and answers will be posted on the city website with this RFQ no later than 5pm on February 1, 2022.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Respondent may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the City of Jersey Village, Texas.

If Respondent has an employment or other business relationship with an officer of Jersey Village or with a family member of an officer of Jersey Village that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month

period, then Respondent MUST complete a CIQ Form and file the original of the CIQ Form with the City Secretary, City of Jersey Village.

If Respondent has given an officer of Jersey Village or a family member of an officer of Jersey Village one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Respondent MUST complete a CIQ Form and file the original of the CIQ Form with the City Secretary of Jersey Village.

The Jersey Village City Secretary has offices at the following location:

City of Jersey Village
16327 Lakeview Drive
Jersey Village, TX 77040

Again, if Respondent is required to file a CIQ Form, the original completed form is filed with the Jersey Village City Secretary.

For Respondent's convenience, a blank CIQ Form is enclosed with this proposal.

Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict%20forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is the Respondent's sole responsibility to file a true and complete CIQ Form with the Jersey Village City Secretary if Respondent is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

City of Jersey Village

FORM PEID: Request for Person-Entity Identification Data

Instruction: Please type or print clearly when completing the form below and return completed form to:

City of Jersey Village
City Manager
16327 Lakeview Drive
Jersey Village, TX 77040
(713) 466-2109 Office
(713) 466-2177 Fax

1. Business Name: _____
2. Business Address: _____

| | |
|----------------------|--|
| Main Contact Person: | |
| Main Phone Number: | |
| Fax Number: | |
| E-mail Address: | |