



CITY OF ALPINE

REQUEST FOR QUALIFICATIONS

FOR

**SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC
WATER AND WASTEWATER SYSTEMS**

ENGINEERING & PLANNING SERVICES: WASTE WATER COLLECTION & TREATMENT
ENGINEERING & PLANNING SERVICES: WATER SUPPLY, TREATMENT & DISTRIBUTION

DATE OF ISSUANCE

November 1, 2018

RESPONSES DUE:

November 16, 2018, 4:30 PM

TABLE OF CONTENTS

SECTION I - OVERVIEW	3
SECTION II - STATEMENT OF WORK	4
SECTION III - DELIVERABLES	7
SECTION IV - GENERAL INFORMATION	9
SECTION V - GENERAL TERMS AND CONDITIONS	13

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

SECTION I - OVERVIEW

1.1 OVERVIEW

The City of Alpine is requesting responses to this Request for Qualifications (RFQ) for the award of Services Contracts to assist the City's water and wastewater systems by creating a comprehensive plan for managing the systems in a financially and technically sustainable manner (hereafter referred to as "Project"). Each Project involves evaluating the City's systems and creating asset management plans, along with other management tools, in accordance with the most recent guidelines created by the Texas Commission on Environmental Quality's (TCEQ) Small Business and Governmental Assistance Section in Managing Small Public Water Systems (RG-501)

<https://www.tceq.texas.gov/assistance/water/managing-small-public-water-systems-rg-501> and Managing Small Domestic Wastewater Systems (RG-530)

<https://www.tceq.texas.gov/assistance/water/wastewater/managing-small-domestic-wastewater-systems-rg-530>, as applicable to the type of system, along with supplemental requirements. The Projects are intended to become the planning basis for System(s) sustainability by identifying infrastructure replacement dates and estimated costs, developing best practices for operation and maintenance, and developing associated financial plans for obtaining funding for future needs.

1.2 CONTRACT TERM

The term of the Contract shall begin upon execution of the Contract through **two (2) years**, renewable, at the City of Alpine's option, for up to one, one year term. A general scope of work for a Project, terms and expiration date shall be established and specific Project services for the City's water and wastewater systems may be awarded initially or through a Contract addendum that specifies the scope and delivery date for each Project benefiting the system.

1.3 BACKGROUND

The City of Alpine wishes to move forward with updating, replacing, and adding water and sewer infrastructure to the current system in place. In order to move forward the City needs to update/create a comprehensive plan for managing the current utility systems in a financially and technically sustainable manner and identifying qualified contractors that will perform these services.

Funding

Funding will not exceed \$75,000 per Project (\$150,000 combined).

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

SECTION II – STATEMENT OF WORK

2.1 DESCRIPTION OF SERVICES

The City of Alpine may select a **single** Contractor or **multiple** Contractors willing to provide services that shall include, but are not limited to, the requirements contained in this Request for Qualifications (RFQ).

Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alterations, modifications or exceptions. Services set forth that contain the words “may” or “can” allow Respondents to this RFQ to offer alternatives to the manner in which the Services are provided. The selected Contractor(s) may provide assistance to the City of Alpine for activities described below for one or more of the Projects stated within this RFQ as determined by the City of Alpine.

2.2 SCOPE OF WORK

Each scope of work as determined by the City of Alpine for each Project must follow the methodology and meet all requirements associated with and listed in the most recent version of the TCEQ’s Managing Small Public Water Systems (RG-501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable to the type of system, along with supplemental requirements. The work must include the following tasks and meet the following requirements:

A. Asset Management

- Conduct a system evaluation (asset identification, location, and date of service or approximate age), as needed, resulting in an inventory of the System(s) and prioritization of assets,
- develop a comprehensive plan for managing System(s) assets,
- develop a budget for managing System(s) assets,
- develop an implementation plan, including a time schedule, for implementing and updating the asset management plan, and
- determine whether a rate study is necessary.

The resulting asset management plan must fulfill the general requirements of a Fiscal Sustainability Plan as outlined in the Federal Water Pollution Control Act at 33 U.S. Code § 1383(d)(1)(E), which requires:

- “(I) an inventory of critical assets that are a part of the treatment works;*
- (II) an evaluation of the condition and performance of inventoried assets or asset groupings;*
- (III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;*
- and*
- (IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities;”*

Further, in the section of the asset management plan that discusses funding sources, it must identify current TWDB financial assistance programs, including the CWSRF

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

and DWSRF programs as applicable, that may be utilized to meet the system's needs. The asset management plan must include an analysis of whether current utility rates would provide adequate revenue to meet future System(s) needs but it does not have to include a full rate study that establishes a new rate structure.

- B. For Water Systems: Source Assessment and Planning - Identify the system's drinking water source(s), develop any appropriate best management practices for sustaining the source (at a minimum develop or update the system's conservation and drought contingency plans), and, identify options for alternative sources, if they are needed. It will discuss plans for water conservation and detecting and minimizing water loss.

For Wastewater Systems: Sustainable Systems - Create a plan to manage the system more efficiently by conducting an energy assessment of the system and including recommendations for energy-efficiency improvements, and potential public-participation programs.

- C. Operations and Maintenance - Create an operations and maintenance manual for the System(s) that includes a plan for scheduling and performing preventative and general maintenance. The plan may identify other resources available to the System(s) such as TCEQ's financial, managerial, and technical assistance.
- D. Compliance - Train at least once, the system's management and staff on monitoring, reporting, and record-keeping requirements, the TCEQ's investigation and enforcement process (including an enforcement scenario), and develop a compliance manual that includes copies of all required reports, compliance checklists and tables for keeping track of State and/or Federal requirements. The compliance manual may be incorporated into the Operations and Maintenance manual. (For wastewater systems, checklists 1-7 in Part D of Managing Small Domestic Wastewater Systems (RG-530) are not required to be completed.)

- E. Other Requirements -

- As part of the Project, all tools that are developed, such as spreadsheets and manuals, shall be nonproprietary and will be installed on the system's computer system and key staff members will be trained sufficiently to implement the plan. The Contractor must coordinate development activities, including the training of key System(s) staff members, with the system's management.
- The system's management and the City of Alpine must be kept informed quarterly of the status of the project while it is under development and be provided an opportunity to provide ample input on the development of plans.
- The Contractor may arrange for periodic meetings between the selected Contractor, City of Alpine, and System(s) as necessary to resolve any issues.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

- The project activities conducted by the Contractor must include at least one presentation to the City of Alpine City Council that provides an overview of the developed plans, the benefits to the System(s) of implementing the plans, and any recommendations.
- The Contractor must return to the System(s) between 12 months and 18 months after delivery of the final plans to assess the system's implementation progress and provide the City of Alpine City Manager a written analysis of the system's implementation of the plans.

2.3 NEGOTIATION AND CONTRACT EXECUTION WITH SYSTEM(S)

The Contractor must complete the Project within 9 months after the date of the contract between the Contractor and the City of Alpine. The Contractor must complete its assessment of the system's implementation progress and provide the City of Alpine a written analysis of the system's implementation of the plans within two and one-half years after the date of the contract.

2.4 REQUIREMENTS- Respondents to this RFQ are required to demonstrate the following abilities:

- A. Firm must have at least 5 years of experience in creating successful asset management plans.
- B. Firm must have extensive knowledge of water and wastewater systems engineering, planning, design, and construction based on staff education, training, and experience designing and implementing water and wastewater projects within the previous five years.
- C. Firm must have extensive knowledge on water and wastewater system operations, maintenance, and compliance with applicable regulatory requirements.
- D. Firm must have extensive knowledge of utility system finances and financial management required to develop a system budget and perform rate analyses based on staff education, training, and experience offering assistance in the financial management of water and wastewater systems within the previous five years.
- E. Firm must have knowledge of and experience implementing projects for both the TWDB CWSRF and DWSRF programs in general, and knowledge of applicable federal and state laws based on staff education, training, and experience implementing water and wastewater projects funded with either the CWSRF or DWSRF programs within the previous five years.
- F. Firm must have experience working with smaller water and wastewater systems within the previous five years.
- G. References - Respondent must request at least three vendor references on similar projects to be sent directly to the City of Alpine, 100 North 13th Street, Alpine, Texas 79830 by the Deadline for Submission date located in Section 4.4, SCHEDULE OF EVENTS. The envelope must be marked with the RFQ number.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

SECTION III – DELIVERABLES

3.1. CONTRACT DELIVERABLES

A. Asset Management Plan:

- Results of conducting a System(s) inventory (asset identification, location, and date of service or approximate age), unless the System(s) had an inventory of the location of assets performed within the previous five years that provides all the information necessary for development of the plan and it is not required in the scope of work for a particular system.
- Worksheets showing the inventory and prioritization of assets,
- Comprehensive plan for managing System(s) assets,
- Budget for managing System(s) assets,
- Implementation plan, including a time schedule, for implementing and updating the asset management plan, and
- Analysis of whether a rate study is necessary.

The asset management plan components must be developed in accordance with the most recent versions of TCEQ documents Managing Small Public Water Systems (RG-501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable to the type of system and as further revised in the Scope of Work.

The asset management plan must fulfill the general requirements of a fiscal sustainability plan (outlined in the Federal Water Pollution Control Act - 33 U.S.C. §1383(d)(1)(E)) as shown below:

- (a) an inventory of critical assets that are a part of the System(s);
- (b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- (c) a certification from the System(s) that it has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- (d) a plan for maintaining, repairing, and, as necessary, replacing the System(s) and a plan for funding such activities.

Further, in the section of the asset management plan that discusses funding sources, it must identify current TWDB financial assistance programs, including the CWSRF and DWSRF programs as applicable, that may be utilized to meet the system's needs. The asset management plan must include an analysis of whether current utility rates would provide adequate revenue to meet future System(s) needs but it does not have to include a full rate study that establishes a new rate structure.

- B. For Water Systems: a document that identifies the system's drinking water source, develop any appropriate best management practices for sustaining the source (at a minimum develop or update the system's conservation and drought contingency plans), and identify options for alternative sources, if they are needed. It will discuss plans for water conservation and detecting and minimizing water loss.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

- C. For Wastewater Systems: a plan to manage the system more efficiently by conducting an energy assessment of the system and including recommendations for energy-efficiency improvements, and potential public-participation programs.

These items must be developed in accordance with the most recent version of TCEQ documents Managing Small Public Water Systems (RG-501) and Managing Small Domestic Wastewater Systems (RG-530), as applicable.

- D. System Operations and Maintenance Manual. It must include a plan for scheduling and performing preventative and general maintenance. (The manual may identify other resources available to the system such as TCEQ's financial, managerial, and technical assistance.)
- 1) Written certification that System(s) management and staff have been trained sufficiently on monitoring, reporting, and record-keeping requirements, the investigations and enforcement process (including an enforcement scenario)
 - 2) A compliance manual that includes copies of all required reports, compliance checklists and tables for keeping track of State and/or Federal requirements. The compliance manual may be incorporated into the Operations and Maintenance manual. (For wastewater systems, checklists 1-7 in Part D of Managing Small Domestic Wastewater Systems (RG-530) are not required to be completed.)
 - 3) Written certification that all tools that were developed, such as spreadsheets and manuals, have been installed on the system's computer system and key staff members have been trained sufficiently to implement the plan.
 - 4) Written quarterly progress reports provided the City of Alpine outlining progress of development of items listed in the Scope of Work.
 - 5) Draft written report on overall Project that fulfills the Scope of Work, including paper and electronic copies in native format of all the listed deliverables. (*Native format in this document means the default format used by the creation software to save files.*)
 - 6) Final written report on overall Project that fulfills the Scope of Work, including paper and electronic copies in native format of all the listed deliverables within 60 days of the City of Alpine approving the draft report.
 - 7) Paper and electronic copy in native format of the presentation made to the City of Alpine City Manager that provides an overview of the developed plans, the benefits to the system of implementing the plans, and any recommendations. A signed and dated certification that the presentation was

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

made to the system's governing body or owner.

- 8) Written report on the system's implementation of the plans based on an assessment conducted between 12 months and 18 months after delivery of the final developed plans to the system.

SECTION IV – GENERAL INFORMATION

4.1 RFQ REQUIREMENTS - A brief transmittal letter must accompany each Statement of Qualifications (SOQ), which summarizes the SOQ's key points and must be signed by an authorized representative who is responsible for committing the firm's resources. The response, including attachments, shall not exceed 30 pages. The font size must be no smaller than 12 point. Telephone, facsimile or emailed submissions will not be considered.

A. **Submittals:** The Respondent shall submit one (1) original, six (6) copies and one (1) electronic copy of the SOQ as follows:

- 1) ORIGINAL: One (1) complete ORIGINAL SOQ (marked Original). The SOQ pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the SOQ.
- 2) 6 (6) complete COPIES of the SOQ (marked Copy).
- 3) One (1) complete ELECTRONIC Portable Document Format file of the SOQ on a CD/DVD or thumb drive.
- 4) Pricing shall **NOT** be included on any SOQ as it's not being used as an evaluating measure.
- 5) SOQ must be delivered to the address noted in the RFQ.
- 6) SOQ must be clearly marked RESPONSE TO RFQ- ENG. & PLANNING.

B. **Contents:** The Respondent shall submit all information listed below, in the order given, separated by labeled sheets, as the SOQ to this RFQ. The SOQ will only be considered if all items are submitted as required. Incomplete/late responses to this RFQ will not be considered.

- 1) CONTENT ITEM 1: Signed/dated Execution of Statement of Qualifications to the Request for Qualifications. (one (1) page)
- 2) CONTENT ITEM 2: Company Profile Summary and History (maximum of three (3) pages). Response should include the following:
 - a) Company name, address, phone number, and legal status (corporation, partnership, joint venture, sole proprietorship)
 - b) Name and title of person submitting the SOQ with the authority to bind the company
 - c) Name, phone number, and email address of contact person for any questions on the SOQ
 - d) Describe the general nature of previous work, the number of years in business, size and scope of operation.
- 3) CONTENT ITEM 3: Resumes of Individuals - Submit resumes for each individual who will work on this project. **PLEASE NOTE: Resumes do not**

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

count towards the 30-page maximum.

- 4) CONTENT ITEM 4: Historically Underutilized Businesses Subcontracting Plan. (up to nine (9) pages)
- 5) CONTENT ITEM 5: Name(s) of Each Person with at least 25 Percent Ownership of the Business Entity Submitting the RFQ (if applicable). (one (1) page)
- 6) CONTENT ITEM 6: Technical Approach to Implementing the Project. This section must include evidence that Respondent meets the requirements set forth in Section 2.4 of this RFQ. (16 page maximum)

4.2 SOQ SUBMISSION

- A. All responses shall be received and date/time stamped by the City Secretary by the Deadline for Submission noted in Section 4.4, SCHEDULE OF EVENTS. The City of Alpine will not and cannot accept late submittals.
- B. Responses should be placed in a separate envelope or package and correctly identified with the RFQ number and Deadline for Submission date/RFQ opening date and time. It is Respondent's responsibility to appropriately mark and deliver the SOQ to the City of Alpine by the specified date and time.
- C. Telephone, facsimile or emailed responses will not be accepted.
- D. Receipt of all addenda, if applicable, to this response should be acknowledged by returning a signed copy of each addendum with the submitted response.

NOTE: Failure to return the required items with the response will result in rejection of your SOQ.

The City of Alpine will not be responsible for locating or securing information that is not included in your SOQ.

4.3 DELIVERY OF SUBMISSION

SOQ may be submitted to the City of Alpine by one of the following methods:

U.S. Postal Service

City of Alpine
Attention: City Secretary
100 North 13th Street
Alpine, Texas 79830

Overnight/Express Mail or Hand Delivery

City of Alpine
Attention: City Secretary
100 North 13th Street, Alpine, Texas 79830
Hours – 8:00 a.m. to 5:00 p.m. (CST)

4.4 SCHEDULE OF EVENTS- The solicitation process for this RFQ will proceed according to the following schedule:

EVENT DATE (Central Daylight Time)

Issue RFQ

 Nov. 1, 2018

Deadline for Submission

 Nov. 16, 2018, 4:30 pm

Expected Date of Award of Contract

 December 4, 2018

Expected Contract Start Date

 January 1, 2019

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

4.5 REVISIONS TO SCHEDULE

The City of Alpine reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Respondent(s) as an addendum posted on the City of Alpine website (www.cityofalpine.com).

4.6 SOQ OPENING

SOQs will be opened at 100 North 13th Street, Alpine, Texas, 79830, at the submittal deadline.

All submitted SOQs become the property of the City of Alpine after the submittal deadline/opening date. The SOQs submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City of Alpine, whichever occurs first.

4.7 SOQ COSTS

Respondents are responsible for all costs in the preparation and delivery of the SOQ to the City of Alpine.

4.8 TRAVEL EXPENSES

This contract may not include travel to perform the tasks therein.

4.9 MEETINGS

Any meetings and or/conference calls will be held on regular business days during regular business hours upon mutually agreed upon dates and times.

4.10 INQUIRIES

- A. All inquiries MUST be submitted in writing to the ATTENTION of the City of Alpine –City Secretary via e-mail to city.secretary@ci.alpine.tx.us
- B. Except as otherwise provided in this Section, upon issuance of this RFQ, other employees and representatives of the City of Alpine will not answer questions or otherwise discuss the contents of this RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ. This restriction does not preclude discussions unrelated to this RFQ.

4.11 SOQ EVALUATION AND AWARD

- A. The City of Alpine shall award the contract to the vendor whose SOQ is considered to provide the best value to the City of Alpine.
- B. The City of Alpine will not enter into a contract with any individual who is required by Texas Government Code, Chapter 305 to register as a lobbyist as stated in Section 556.005, Employment of Lobbyist.
- C. A committee will be established by the City of Alpine – City Manager to evaluate the SOQs.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

The evaluation committee will determine best value by applying the following criteria:

Points available	
0 - 30	Experience in creating successful asset management plans, with five years minimum experience to receive any points.
0 - 30	Extensive knowledge of water and wastewater systems engineering, planning, design, and construction based on staff education, training, and experience designing and implementing water and wastewater projects within the previous five years
0 - 30	Extensive knowledge of water and wastewater system operations, maintenance and applicable regulatory compliance based on staff education, training, and experience.
0 - 15	Experience with system finances and financial management related to developing a system budget and performing a rate analysis based on staff education, training, and experience offering assistance in the financial management of water and wastewater systems within the previous five years. More years of experience will result in a greater number of points.
0 - 15	Knowledge of and past experience implementing projects for both the TWDB Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) programs in general, and knowledge of applicable federal and state laws based on staff education, training, and experience implementing water and wastewater projects funded with either the CWSRF or DWSRF programs within the previous five years.
0 - 5	Experience working with smaller water and wastewater systems within the previous five years.
125	Total Points Possible

D. The evaluation committee will determine if a Best and Final Offer (BAFO) is necessary. Award of the contract may be made without a BAFO. The City of Alpine may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their SOQ. A request for a BAFO is at the sole discretion of the City of Alpine and will be extended in writing.

E. Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

- 1) A score of less than 90% in the Vendor Performance System;
- 2) Currently under a Corrective Action Plan through the CPA;
- 3) Having repeated negative Vendor Performance Reports for the same reason; or
- 4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).
- 5) Contractor performance information is located on the CPA web site at: http://comptroller.texas.gov/procurement/prog/vendor_performance/

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

SECTION V – GENERAL TERMS AND CONDITIONS

5.1 GENERAL TERMS AND CONDITIONS

Any contract awarded as a result of this RFQ will contain the general terms and conditions provided in this document. Subcontractors must also comply. The contractor is required to make any information created or exchanged with the City of Alpine pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City of Alpine. In addition, any contract awarded as a result of this RFQ shall be governed, construed, and interpreted under the laws of the state of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Brewster County, Texas.

5.2 PATENTS OR COPYRIGHTS

The contractor agrees to protect the City of Alpine from claims involving infringement of patents or copyrights. The City of Alpine will not consider any RFQ that bears a copyright. RFQs will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a SOQ, shall be clearly marked on each page it appears.

Such marking shall be in **boldface type at least 14 point font**.

5.3 CONTRACTOR ASSIGNMENTS

Respondent hereby assigns to the City of Alpine any and all claims for overcharges associated with the contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the state of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

5.4 CONTINUING PERFORMANCE

Any contract(s) awarded as a result of this RFQ shall include reporting responsibilities related to Historically Underutilized Business (HUB) subcontracting. Awarded contractors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP) to the City of Alpine. Any change to a subcontractor and revised HSP must be approved in writing by the City of Alpine prior to implementation.

5.5 HISTORICALLY UNDERUTILIZED BUSINESSES SUBCONTRACTING PLAN

It is the practice of the City of Alpine to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

HUBs are strongly urged to respond to this RFQ. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. The contractors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

The City of Alpine has determined that subcontracting is probable under any contract awarded as a result of this RFQ. ALL CONTRACTORS RESPONDING TO THIS RFQ, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBS. THE HSP MUST BE INCLUDED AS PART OF THE PROPOSAL TO THIS RFQ. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM CONSIDERATION. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that the contractors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the contractor for more than five (5) years. If the contractor does not plan to subcontract, the contractor must state that fact in their plan. The completed plan shall become a part of the contract that may be awarded as a result of this RFQ.

5.6 HUB RESOURCES AVAILABLE

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. For additional information, contact the CPA's HUB program office at <https://comptroller.texas.gov/purchasing/vendor/hub/>. If the contractors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

5.7 RESPONDENT'S AFFIRMATION

Signing this response (CONTENT ITEM 1 - Execution of Response to the Request for Qualifications) with a false statement is a material breach of contract and shall void the submitted response or any resulting contract(s), and the Respondent shall be removed from all bid lists. By signature hereon affixed on CONTENT ITEM 1, the Respondent hereby certifies that:

- A. The Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid;
- B. Neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state or the Federal Antitrust Laws, nor communicated the contents of this SOQ either directly or indirectly to any competitor or any other person engaged in same line of business during the procurement process for this RFQ;

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

- C. Pursuant to Section 2155.004, Texas Government Code, the Respondent has not received compensation for participation in the preparation of the specifications for this RFQ;
- D. Pursuant to Section 231.006 (d), Texas Family Code, re: child support, the Respondent certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate;
- E. Under Section 2155.004 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this RFQ or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate;
- F. The Respondent shall defend, indemnify, and hold harmless the state of Texas, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the contractor or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of the contract;
- G. Respondent agrees that any payments due under the contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas;
- H. Respondent certifies that it is in compliance with Section 669.003 of the Texas Government Code which states: "a state agency may not enter into a contract with the executive head of the state agency, with a person who at any time during the four years before the date of the contract was the executive head of the state agency, or with a person who employs a current or former executive head of a state agency affected by this section relating to contracting with executive head of a state agency, unless the governing body:
 - Votes, in an open meeting, to approve the contract; and
 - Notifies the Legislative Budget Board, not later than the fifth day before the date of the vote, of the terms of the proposed contract."

If Section 669.003 applies, the Respondent will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

- I. Respondent agrees to comply with Texas Government Code Section 2155.4441, pertaining to service contract use of products produced in the state of Texas; and

5.8 FAMILY CODE REQUIREMENTS

Pursuant to Section 231.006 (c), Texas Family Code, the bid must include the names and social security numbers of each person with at least 25 percent ownership of the business

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

entity submitting the bid. Enter name and social security numbers for each person.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

5.9 ADDITIONAL TERMS

Any terms and conditions attached to your SOQ will not be considered unless specifically referred to on this RFQ and may result in disqualification of your SOQ.

5.10 DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TWDB and the Respondent to attempt to resolve all disputes arising under the contract.

5.11 PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the SOQ that is of a confidential or proprietary nature must be clearly and prominently marked as such by the Respondent.

5.12 TECHNOLOGY ACCESS CLAUSE

The Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Respondent represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- A. Providing equivalent access for effective use by both visual and non-visual means;
- B. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
- C. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

5.13 ETHICS

Under Section 2155.003, Texas Government Code, an individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the state of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Contractors who are interested in seeking business opportunities with the the City of Alpine must be mindful of these restrictions when interacting with public purchasers of the City of Alpine or purchasers of other state agencies. Specifically, a City of Alpine employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation.

5.14 FRAUD STATEMENT

Respondents understand that the City of Alpine does not tolerate any type of fraud. The City of Alpine's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the City Manager at 432.837.3301 or city.manager@ci.alpine.tx.us.

5.15 CONFLICT OF INTEREST

A respondent will not be selected if they have a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, the submission in response to this RFQ must disclose all business interests and all relationships that could reasonably be considered to pose possible conflicts of interest in the respondent's performance of the contract obligations. In addition, respondents must represent and warrant in its response to this RFQ and in the contract that in the performance of services under the contract, (1) Respondent does not have and will not have any actual or potential conflict of interest, and (2) Respondent will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

5.16 RIGHT TO AUDIT

The contractor and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under the contract. The contractor shall make such documents and records available for examination and audit by the City of Alpine. The contractor's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles.

5.17 CONTRACT ADMINISTRATION

The City of Alpine shall designate a project manager for the contract. The project manager

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

will serve as the point of contact between the City of Alpine and the selected contractor. The City's project manager shall supervise the City's review of the contractor's technical work, deliverables, draft reports, final report, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way, or waive strict performance of the terms or conditions of the contract.

5.18 CONTRACT AMENDMENT/TERMINATION

This contract may be altered or amended by mutual written consent or terminated by the City of Alpine at any time by written notice to the contractor. Upon receipt of such termination notice, the contractor shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of the contract and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to the contract. The contractor shall submit a statement showing in detail the work performed under the contract to the date of termination. The City of Alpine shall then pay the contractor promptly that proportion of the prescribed fee, which applies to the work actually performed under the contract, less all payments that have been previously made. Thereupon, copies of all work accomplished under the contract shall be delivered to the City of Alpine.

5.19 STOP WORK ORDER

The City of Alpine may issue a Stop Work Order to the contractor at any time. Upon receipt of such order, the contractor shall discontinue all work under the contract and cancel all orders pursuant to the contract, unless the order directs otherwise. If the City of Alpine does not issue a Restart Order within 60 days after receipt by the contractor of the Stop Work Order, the contractor shall regard the contract terminated in accordance with the foregoing provisions.

5.20 DEFAULT

If the contractor is found to be in default under any provision of the contract, the City of Alpine may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, the contractor will be responsible for paying damages to the City of Alpine including but not limited to re-procurement costs, and any consequential damages to the City of Alpine resulting from the contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

5.21 FORCE MAJEURE

Neither the contractor nor the City of Alpine shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract resulting from this RFQ caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within five (5) business days of the existence of such force majeure, or otherwise waive this right as a defense.

5.22 OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE

For the purposes of the contract, the term “Work” is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, and intellectual property or other property developed, produced, or generated in connection with the contract. All work performed pursuant to the contract is made the exclusive property of the City of Alpine. All right, title and interest in said property shall vest in the City of Alpine upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the contract. To the extent that title to any such work may not, by operation of law, vest in the City of Alpine, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the City of Alpine. The City of Alpine shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The contractor must give the City of Alpine, as well as any person designated by the City of Alpine, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to the contractor for the services rendered under the contract.

The contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the contract funds were expended in accordance with the laws and regulations of the state of Texas and City of Alpine. The contractor shall maintain all such documents and other records relating to the contract for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The contractor shall make available at reasonable times, upon reasonable notice, and for reasonable periods, all documents and other information related to the “Work” as defined as work products developed by the contractor and subcontractor using funds provided under the contract or otherwise rendered in or related to the performance in whole or part of the contract, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate. The contractor and the subcontractor shall provide to the City of Alpine Finance Department with any information that the Director of Finance deems relevant to any investigation or audit. The contractor must retain all work and other supporting documents pertaining to the contract, for purposes of inspecting, monitoring, auditing, or evaluating by the City of Alpine and any authorized agency of the state of Texas, including

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

an investigation or audit by the State Auditor.

5.23 DRUG-FREE WORK PLACE POLICY

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

5.24 SMOKE FREE POLICY

The City of Alpine also has a policy of being a smoke free agency. Contractor, by acceptance of this contract, agrees to abide by this policy when on the property of the City of Alpine.

5.25 INSURANCE

The contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide the City of Alpine with current certificates of insurance or other proof acceptable to the City of Alpine of the following insurance coverage for:

Workers Compensation and Employers Liability

Workers Compensation – Minimum \$1,000,000

Employers Liability: Each Accident: Minimum \$1,000,000

Disease – Each Employee: \$1,000,000 Disease – Policy Limit:
\$1,000,000

Commercial General Liability Insurance - Occurrence based

Bodily Injury and Property Damage: \$1,000,000

Aggregate Limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000 Products/Completed Operations

Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

The contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with “A” rating from A.M. Best, and authorized to provide the corresponding coverage. The contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the City of Alpine. The contractor represents and warrants that it shall maintain the above insurance coverage during the term of the contract, and shall provide TWDB with an executed copy of the policies immediately upon request.

An Independent Contractor will be defined as a person working for an entity under contract and not an employee of the contracting entity. The contracting entity does not pay

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

unemployment, disability, or worker's compensation insurance or withholding taxes from payments to the person. An Independent Contractor normally follows the contracting agency's direction on the results of the work but not on the means of accomplishing the work.

5.26 ORDER PRECEDENCE

In the event of conflicts or inconsistencies between the contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

5.27 PROPRIETARY INFORMATION

The City of Alpine is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Proposal and other information submitted to the TWDB by the Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

5.28 PUBLIC DISCLOSURE

No public disclosures or news releases pertaining to the contract shall be made without prior written approval of the City of Alpine.

5.29 SUBSTITUTIONS

Substitutions are not permitted without written approval of the City of Alpine.

5.30 TAXES

The contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of the contractor or its employees. The City of Alpine shall not be liable for any taxes resulting from the contract.

5.31 ACTS OR OMISSIONS

The contractor shall indemnify and hold harmless the City of Alpine and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS,

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

5.32 INFRINGEMENTS

- A. The contractor shall indemnify and hold harmless the state of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. THE CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- B. The contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without the contractor's written approval, (iii) any modifications made to the product by the contractor pursuant to the customer's specific instructions, (iv) any intellectual property right owned by or licensed to the customer, or (v) any use of the product or service by the customer that is not in conformity with the terms of any applicable license agreement.
- C. If the contractor becomes aware of an actual or potential claim, or the customer provides the contractor with notice of an actual or potential claim, the contractor may (or in the case of an injunction against Customer, shall), at the contractor's sole option and expense (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the customer's use is non-infringing.

5.33 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY

- A. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

THE LIABILITY AND PAYMENT OF THE CONTRACTOR'S AND THE CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. THE CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

- B. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

5.34 REMEDIES

All remedies available to the City of Alpine for breach or anticipatory breach of the contract by the contractor are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, injunction relief and/or performance bonds may also be invoked either separately or combined with any other remedy in accordance with applicable law.

5.35 INTERESTED PARTIES

All non-governmental CONTRACTORS are required to submit a Certificate of Interested Parties at the time the signed contract is submitted to the City of Alpine. The Certificate of Interested Parties (Form 1295) is a sworn statement by the contracting business entity and must be submitted even if there is no interested party in the transaction. The Form 1295 and instructions for completing and submitting the form are available at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The City of Alpine is prohibited from executing a contract unless the contracting business entity submits a completed Form 1295. Any contract resulting from a City procurement with a business entity will be void if the Certificate of Interested Parties is not submitted within 30 days of submitting an executed contract.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER
AND WASTEWATER SYSTEMS**

5.36 CONFIDENTIALITY AND SECURITY

Contractor must maintain and protect any information it receives, compiles, or creates as a result of the Contract in accordance with any federal, state, or local laws and regulations that apply. Contractor must establish a method to secure the confidentiality of records and other information relating to the City of Alpine in accordance with applicable federal and state laws, rules, and regulations.

**CITY OF ALPINE
REQUEST FOR QUALIFICATIONS
SERVICES ASSOCIATED WITH MANAGEMENT ASSISTANCE FOR SMALL PUBLIC WATER AND
WASTEWATER SYSTEMS**

CONTENT ITEM 1

**EXECUTION OF SOQ
to the
REQUEST FOR QUALIFICATIONS**

Company Name: _____

Address: _____

Phone Number: _____

E-Mail: _____

I, _____, am the above-referenced company's representative and I am authorized to submit this response and sign future contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, the respondent qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

Authorized Signature _____ Date

Title:

CONTENT ITEM 2
COMPANY PROFILE SUMMARY AND HISTORY

(To be provided by Respondent)

CONTENT ITEM 3
RESUMES OF INDIVIDUALS

(to be provided by Respondent)

CONTENT ITEM 4
Historically Underutilized Businesses Subcontracting Plan

Please see SECTION IV, GENERAL INFORMATION, 4.1.B, Item 4

All HUB Subcontracting Plan Forms must be completed and submitted with the Response.

The forms are entitled and can be found at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

HUB Subcontracting Plan Form

HUB Subcontracting Plan Form, SECTION 2 continuation sheet

HUB Subcontracting Plan Good Faith Effort - Method A (Attachment A)

HUB Subcontracting Plan Good Faith Effort - Method B (Attachment B)

HUB Subcontracting Opportunity Notification Form

CONTENT ITEM 5 – OWNERSHIP OF BUSINESS ENTITY
Name(s) and Social Security Number of Each Person with at least
25 Percent Ownership of the Business Entity Submitting the RFQ

Name

Social Security Number

CONTENT ITEM 6 - TECHNICAL APPROACH
(if applicable)
