

The City of Kenedy solicits qualifications for projects funded through the Hazard Mitigation Grant Program (HMGP) DR-4485 | COVID-19 Pandemic, administrated by the Texas Department of Emergency Management (TDEM):

**REQUEST FOR QUALIFICATIONS:
TDEM 2022 FEMA HMGP DR-4485 FLOOD RISK REDUCTION AND
INFRASTRUCTURE RETROFIT GRANT DEVELOPMENT, ADMINISTRATION &
PROJECT MANAGEMENT SERVICES**

Sealed packets containing the required information/documents is to be in duplicate, one (1) marked original and one (1) digital copy on a flash drive, containing the required information/documents, will be received in the office of the City of Kenedy, City Manager until 3:00 pm Friday, February 4, 2022 and to be opened and scored on Friday February 4, 2022 at 4:30 pm in the Kenedy Council Chambers. The packet is to be delivered to the City Manager, City of Kenedy, 303 W Main St. Kenedy, TX 78119. Any packet received after 3:00 pm on the date specified will be returned unopened. All persons/entities who submit a sealed packet are hereafter referred to in this RFQ as "Respondent" or "Respondents".

All packets must contain the following:

**REQUEST FOR QUALIFICATIONS:
TDEM 2022 FEMA HMGP DR-4485 FLOOD RISK REDUCTION AND
INFRASTRUCTURE RETROFIT GRANT DEVELOPMENT, ADMINISTRATION &
PROJECT MANAGEMENT SERVICES**

Respondent's name and return address should be prominently displayed on the envelope.

The RFQ specifications can be obtained at the office of the City Manager, 303 W Main St. Kenedy, TX 78119, or from www.kenedytx.gov. There is NO charge to view or download documents.

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

City Council reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the City.

William Linn,
City Manager
City of Kenedy

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS GRANT
DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGEMENT
SERVICES**

OPENING DATE: February 4, 2022 @ 4:30 PM

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

Legal Name of Contracting Company

Federal I.D.# (Company or Corporation)

Social Security # (Individual)

Telephone Number

Email Address

Contact Person

Title

Complete Mailing Address

City, State, Zip

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

INTRODUCTION

Kenedy, Texas (City) is soliciting for professional grant development, administration and project management services required to undertake Flood Risk and Infrastructure Retrofit project under the Hazard Mitigation Grant Program (HMGP) DR-4485 | COVID-19 Pandemic, administered by the Texas Department of Emergency Management (TDEM).

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

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

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

BACKGROUND

The City, established in 1887, is located in Karnes County, Texas, southeast of San Antonio, and has an estimated population of 3500. The City is a Type-A General law Municipality.

SCOPE OF SERVICES

Kenedy is seeking to enter into a professional services contract with a competent consulting firm or individual to develop, administer and manage the Hazard Mitigation Grant Program (HMGP) DR-4485 | COVID-19 Pandemic, administered by the Texas Department of Emergency Management (TDEM)

PROJECT DESCRIPTION

The purpose of this grant is to mitigate flooding through drainage enhancements and retrofit existing water, sewer, and roadway infrastructure.

SCOPE OF WORK

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

Grant Development

- Assist with project area data collection
- Preparation and submission of application for grant funding
- Prepare responses to additional requests for information post grant submission

General Grant Administration, if awarded

- Fully administer all aspects of grant according to the contractual agreement with TDEM and HMGP DR-4485 (COVID-19 Pandemic)
- Report to local officials on the grant process
- Prepare required reports to the State
- Prepare requests for payment from the City to contractors.
- Prepare requests for reimbursement from the City to the State
- Assist the City in evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards
- Coordination of inspection, structure requirement, and bid/contract process for flood mitigation and infrastructure retrofit contractor procurement

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- **Prepare reconciliation with State on all grant funds**

- **Prepare all reports and forms required for grant closeout**

- **Participate in any review or audit of grant by TDEM, HMGP or their assignee, and address any questions, findings, or deficiencies noted**

- **Facilitate payments to contractors from the City**

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

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GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

STATEMENT OF QUALIFICATIONS

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

1. Developing grant proposals for TDEM, HMGP
2. Management of all aspects of HMGP
3. Adherence to Federal standards as outlined in 2 CFR Part 200

PROPOSED COST OF SERVICES

The cost for grant development services and, if awarded, the cost basis for grant administration and project management services must be included in the proposal submission.

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

EVALUATION CRITERIA

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

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

PROPOSAL SUBMISSIONS

DEADLINE: Proposals must be received at 303 W Main St., Kenedy, TX 78119 prior to **3:00 pm on Friday, February 4, 2022**. Proposals will be received and publicly acknowledged and scored on Friday February 4, 2022 at 4:30pm in the Kenedy Council Chambers, 303 W Main St., Kenedy, Texas 77586. ***Late proposals will not be accepted under any circumstances!***

SUBMITTAL: Completed proposal, must be in a sealed envelope clearly marked with "RFQ GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGEMENT SERVICES", "February 4, 2022 at 3:00 PM. "written in the lower left-hand corner of the envelope containing the proposal.

PROCUREMENT SCHEDULE: Requests For Qualification (RFQ) will be available on January 21 at 4:00 pm. Proposal submission deadline is 3:00 p.m. on February 4, 2022.

RFQ Issued	January 21, 2022, 4:00 pm
RFQ Submission Deadline	February 4, 2022, 3:00 pm
Evaluation of RFQ's	February 4, 2022, 4:30 pm
Award of Contract for Grant Development	February 8, 2022
Award of Contract for Grant Administration and Project Management	Pending Grant Award

ADDRESS: Sealed proposals may be hand-delivered or mailed to City Manager, City of Kenedy, 303 W Main St., Kenedy, TX 78119.

METHODS: All proposals must be returned in a sealed envelope with the proposal name, opening date and time clearly marked on the outside. **If a delivery service is used**, the proposal name, opening date, and time must be clearly marked on the **outside of the delivery service envelope**.

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

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

PROPOSAL OPENING: Proposals will be received and publicly acknowledged at the location, date and time stated above. Vendors, their representatives, and interested persons may be present. The proposals shall be reviewed and acknowledged only

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
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so as to avoid disclosure of the contents to competing vendors and kept confidential during negotiations. However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by vendor as such.

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

AWARD: It is anticipated the award for grant development services will be made on February 8, 2022 at the regular monthly City Council meeting. Proposals submitted must be binding for not less than ninety (90) days after the date received.

PROPOSAL REQUIREMENTS

COMPLETED PROPOSAL: A completed proposal means an original containing the following:

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

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

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

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

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE VENDORS: A vendor must affirmatively demonstrate their responsibility. A vendor must also meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required,

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

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

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

SELECTION OF CONSULTANTS

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

AWARD

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

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

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EVALUATION CRITERIA: Criteria utilized by Kenedy for determining the best acceptable vendor includes, but is not limited to:

- Vendor meeting the City's specifications
- Vendor's experience, skill, ability, business judgment, financial capacity, integrity, honesty
- Vendor's previous performance, reputation, promptness,
- Minority businesses and women's business enterprises (and labor surplus area firms if City is designated) consideration,
- Any factor which could reasonably be asserted as being relevant to successful performance.

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

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

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

CONTRACT ADMINISTRATION: Under this contract, William Linn, City Manager, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such

as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the Kenedy City Council and the successful vendor. In order to ensure fair and objective evaluation, all questions related to this RFQ should be addressed to the person named above.

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

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

FUNDING: Funding for this contract is provided in advance of the grant award by the City of Kenedy and is expected to be reimbursed when the TDEM, HMGP grant is awarded. Future funding for grant administration and project management is dependent on the availability of TDEM HMGP funds.

Successful Vendor herein acknowledges and agrees that this contract is subject to the appropriation of funds by the City of Kenedy, Texas.

TERMS AND CONDITIONS

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

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

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City, in writing, of any potential conflict of interest that could adversely affect the City creating the appearance of a conflict of interest.

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

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

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

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

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

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

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

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

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

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applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the

Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- If subcontracts are to be let, to take the affirmative steps listed in above paragraphs.

DAVIS-BACON ACT: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Manager of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Vendor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

CLEAN AIR ACT: The Vendor agrees to comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and Subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

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

TRAVEL: In accordance with the TWDB contract, all travel expenses must show names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2013, Article IX, Part 5, as amended or superseded. Mileage reimbursement must include names, dates, and points of travel of individuals. All expenses must

for reason for expense with Itemized receipts to evidence the amount incurred (Note: non-itemized credit card receipts will not be accepted).

INVOICING: Invoices shall be sent directly to the City of Kenedy, City Manager, 303 W Main St., Kenedy, Texas 78119. Payments will be processed within thirty

days after receipt of invoice or items, whichever is later. Invoices must show tasks that were performed, time period the work was performed, the percent and cost of each task completed.

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

Payment inquiries should be directed to the City Manager, 830-583-2230.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Kenedy, Texas.

ASSIGNMENT OF CONTRACT: The successful vendor shall not assign, sell, transfer, subcontract, or convey this contract, in whole or in part, without the prior written consent of the City of Kenedy City Council.

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

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

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

QUESTIONS REGARDING PROPOSAL DOCUMENTS: Questions concerning this proposal should be directed to William Linn, City Manager at 281-326-2843.

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

PROPOSAL SUBMISSION / INFORMATION FROM VENDOR

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

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

Section 1 - Vendor Information

Please include the following information on the primary contact representative:

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

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

Section 2 — Solution Framework Summary
Please provide a summary of your solution for the grant administration and project management services.

Section 3 — Proposal Narrative with Task and Timeline

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

The narrative should be clear, concise and complete.

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

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

If any section leaves out what you consider crucial or valuable information, please include it in your proposal. **Section 4 — Profile / History**
Provide a brief history and profile of your company. How many years has the company actively provided grant administration and project management services to local governments?

Include additional information such as:

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

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

Section 5 - Client Base

Proposals should list client base for similar projects. Contact information should be supplied. Provide the dates for each project and whether an extension of time was requested and/or approved.

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

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

Section 6 - Resumes of Personnel Assigned to Project

Respondents must provide a listing of the personnel to be assigned to the project including organizational structure and each person's area of responsibility.

Resumes for each professional assigned to this project are also required. Vendors must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFQ.

Section 7 — Proposed Cost of Services

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

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

DO NOT SIGN OR SUBMIT WITHOUT READING THE ENTIRE DOCUMENT.

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
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Federal Executive Orders 12549 and 12689 require the City to screen each covered potential vendor to determine whether each has a right to obtain a contract in accordance with Federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered vendor must also screen each of its covered subcontractors. In this certification "Vendor" refers to both Vendor and any subcontractor; "contract" refers to both contract and subcontract.

Vendor hereby CERTIFIES that:

Vendor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Vendor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Vendor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; and

Vendor shall notify the City of Kenedy in writing immediately, through written notification to the City Manager, if Vendor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Kenedy.

Vendor Represents and Warrants that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Vendor hereto.

Name of Business

Date

Signature

Printed Name & Title

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGMENT SERVICES**

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY**

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGMENT SERVICES**

CONTRACT

The undersigned agrees if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

The undersigned, by his/her signature, affirms and represents that he/she is duly authorized to execute this contract and bind the vendor to fully comply with terms and conditions of the attached documents for the amount(s) shown on the accompanying proposal. Further, the undersigned affirms and represents that this proposal has not been prepared in collusion with any other vendor, and that the contents of this proposal have not been communicated to any other vendor prior to the official opening of this proposal.

By signing below, you affirm that you have read the entire document and agree to the terms therein.

Signature of Person Authorized to Sign Proposal

Date

Printed Name and Title of Signer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____ Phone No.: _____ Fax No.: _____

The City Council of Kenedy, Texas does hereby agree to contract with _____
_____ to provide Grant Administration Services for the City, inclusive, in accordance with the request for proposal submissions set forth hereto.

PASSED THIS _____ DAY OF _____, 2021

APPROVED:

ATTEST:

Mayor

City Manager

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS
GRANT DEVELOPMENT, ADMINISTRATION AND PROJECT MANAGMENT SERVICES**

AFFIDAVIT

STATE OF TEXAS
COUNTY OF
KARNES

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be the person whose name is subscribed to the following,
who upon oath, says:

I am the Manager, Manager or other agent, officer or principal of the vendor in the matter of the proposals to which this affidavit is attached, and I have full knowledge of the relations of the vendor with the other firms in this same line of business, and the vendor is not a member of any trust, pool or combination to control the price of supplies proposed on, or to influence any person to propose or not to propose thereon.

I further affirm that the vendor 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 proposal.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above statement are true and correct, this _____ day of _____, 2021

Notary Public

Name of Vendor: _____

Signed by: _____

Name / Title: _____

Date: _____

NOTE: PROPOSALS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

**CITY OF KENEDY REQUEST FOR QUALIFICATIONS GRANT
ADMINISTRATION AND PROJECT MANAGEMENT SERVICES**

IMPORTANT

BIDDER'S / PROPOSER'S CHECKLIST

Check off each of the following as the necessary action is completed.

- The prices have been checked.
 - The PROPOSAL SUBMISSION has been completed, including all requested information, and is included in your proposal package.
 - The ACKNOWLEDGEMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY has been completed, signed, dated and included in your proposal package.
 - The CONTRACT with the City has been completed ,signed, dated and included in your proposal package.
 - The AFFIDAVIT signed and notarized and included in your proposal package.
 - The CONFLICT OF INTEREST QUESTIONNAIRE has been completed, signed, dated and included in your proposal package.
 - The mailing envelope has been addressed to:

City Manager
City of Kenedy
303 W Main St.
Kenedy, TX 79119
 - The mailing envelope contains the original hard copy and one (1) digital copy.
 - The mailing envelope has been sealed and marked:
 - A. Proposal number
 - B. Name of proposal
 - C. Opening date and time
-

**THE CITY OF KENEDY WISHES TO THANK ALL VENDORS
FOR THEIR INTEREST AND PARTICIPATION.**