



Purchasing Services
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CITY OF WACO
RFQ No: 2012-014

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL SERVICES FOR
RE-DEVELOPMENT OF TECHNICALLY BASED LOCAL LIMITS
FOR WMARSS**

SERVICES SOUGHT

The scope of work for this project consists of providing professional services to assist the City of Waco with the re-development of technically based local limits (TBLL) for the Waco Metropolitan Area Regional Sewer System (WMARSS) and evaluate the need for limits at Bull Hide Creek WWTP.

Introduction

The Waco Metropolitan Area Regional Sewerage System (WMARSS) is owned jointly by the Cities of Bellmead, Hewitt, Lacy-Lakeview, Lorena, Robinson, Waco, and Woodway (Owners). The City of Waco is designated as the Operator of the WMARSS system by interlocal agreements executed by the cities and also serves as the Manager of the Industrial Pretreatment Program. [As used in this document, the term "City," "Operator," and "Manager" refers to the City of Waco unless the context indicates otherwise.] The WMARSS system includes a central wastewater treatment plant located on the banks of the Brazos River southwest of Waco and a satellite treatment plant located on Bull Hide Creek, along with the various interceptors and other facilities. The collection system within each city is owned and operated by the individual city. At the Bull Hide WWTP, the sludge is collected and then transported to the Central WWTP.

In accordance with the Texas Pollutant Discharge Elimination System permit WQ0011071001 for WMARSS, the owners and Operator are required to re-develop technically based local limits (TBLLs) to meet the requirements of the Texas Commission on Environmental Quality (TCEQ), and to identify what modifications are needed to the sewer use ordinance and other applicable program documents to incorporate the redeveloped limits. The Operator on behalf of the Cities must submit proposed modifications to the pretreatment program to TCEQ twelve months after completion of modifications of the WMARSS Central WWTP.

Project Information / Scope of Services

Professional services are being sought for the redevelopment of Technically Based Local Limits (TBLLs) for the WMARSS Central WWTP and evaluate the need for limits at Bull Hide Creek WWTP. Services for these projects will consist of the following activities; specific tasks are associated with each.

Activity I. Develop Work Plan

A Work Plan will be developed based on discussions with the Operator, TCEQ requirements, and the needs of the project. The latest, available U.S. Environmental Protection Agency (EPA) guidance will be followed when developing the Work Plan.

The objective of this activity is to document the various tasks comprising this project so that all participants understand the project objectives, approach, schedule, and their respective responsibilities. Communication techniques will also be addressed. A Work Plan will be prepared that describes how the total project will be implemented, personnel responsibilities, coordination techniques, and the project schedule. This Work Plan will serve as a reference document to all participants throughout the project.

Activity II. Plan and Coordinate Sampling and Compile Data

The objectives of this activity are to identify pollutants of concern at the two WWTPs and to determine the fate of these pollutants as they pass through the treatment plant. As part of this evaluation, sludge samples also will be collected and analyzed. All sampling and analytical techniques will conform to 40 CFR Part 136 and applicable Resource Conservation and Recovery Act (RCRA) methods.

Task 1 - Identify Parameters for Initial Pollutant Scan

The first step in the development of local limits is the identification of potentially significant pollutants ("pollutants of concern"). To determine which pollutants are potentially significant, an initial sampling and analysis of the influent at the two WWTPs will be performed. Parameters to be investigated include priority pollutants identified in the Texas Surface Water Quality Standards, and any other pollutant that the Operator and/or State may designate to be of concern. A list of pollutants to be analyzed in the initial pollutant scan will be developed and submitted to the Operator for approval.

Task 2 - Develop Initial Pollutant Scan

In this task a document will be developed that describes the initial pollutant scan sampling program. The sampling program will define the sampling locations and participants responsible for conducting the initial sampling. The sampling program also will identify the methods to be used for sampling and analyses. The procedures to be used for data assessment will be identified, and procedures will be established for instances where data do

not meet data quality assurance requirements. The proposed sampling program will be submitted to the Operator for review and comment prior to implementation. The sampling program description will be revised based on comments received from the Operator.

This task will also include the identification of the laboratory that will conduct the analyses. The Consultant will assist the Operator to identify a laboratory that can achieve the quality objectives defined in the sampling program. The Operator will be responsible for approving the laboratory as a participant of the project. The Operator will pay all laboratory costs.

Task 3 – Coordinate Initial Pollutant Scan

The initial sampling program will be performed by the Operator. Influent samples from the plant will be collected. Analyses will be performed for the parameters identified in Task 1 of this Activity. The Consultant will provide support and assist in coordination with the laboratory as necessary.

Task 4 -- Identify Pollutants of Concern

The data developed pursuant to the initial pollutant scan of the WWTP influent will be used to identify the pollutants of concern. The EPA defines a "pollutant of concern" as "any pollutant that might reasonably be expected to be discharged to the POTW in sufficient amounts to cause pass through or interference, cause problems in its collection system, or jeopardize its workers." Pollutants that are measured in concentrations above the minimum analytical limit will be further evaluated with regard to the need for inclusion in the local limits. Arsenic, cadmium, chromium, copper, cyanide, lead, mercury, nickel, selenium, silver, and zinc shall be considered as pollutants of concern, whether or not they were detected in the initial scan. Molybdenum may also have to be evaluated.

Task 5 - Develop Intensive Wastewater Treatment Plant and Non-Industrial Wastewater Sampling Program

In this task a program will be developed for collecting samples at the WWTP and at points in the collection system that serve only non-industrial customers. The objective of the WWTP sampling program is to obtain site-specific treatment removal efficiencies for pollutants of concern. The objective of the sampling program for non-industrial service areas is to determine non-industrial loads of pollutants of concern. Methods to be used for sampling and analyses for the pollutants of concern identified in Task 4 will be identified.

The WWTP sampling program will identify specific sampling points, timing, and methods for the collection of seven 24-hour composite, consecutive-day samples of the influent and effluent at the Central WWTP and Bull Hide Creek WWTP (unless federal or state rules allow for different sampling). A sludge sampling program also will be developed.

The sampling program to determine non-industrial contributions will identify sampling points in the collection system, and methods for collection of 24-hour composite samples at

sites that receive only domestic and commercial wastewater. These locations will be identified in consultation with the Operator.

The procedures to be used for data assessment will be identified, and procedures will be established for instances where data do not meet data quality assurance requirements. The sampling program will be submitted to the Operator for review and comments. As appropriate, the sampling program description will be revised based on comments received from the Operator.

Task 6 - Submit Draft Intensive Wastewater Treatment Plant and Non-industrial Wastewater Sampling Program to TCEQ

TCEQ requires that the permittee submit the sampling programs for the WWTP and the non-industrial contributions for their review prior to implementation. Therefore, after the Operator has approved the draft sampling program, the Consultant will provide two copies of the document to the Operator; one copy is for submittal to TCEQ, and one copy is for the Operator. The Consultant will assist the Operator in providing additional information to TCEQ, if required.

Task 7 - Coordinate Intensive Treatment Plant and Non-industrial Wastewater Sampling Program

The sampling program developed in the preceding task will be implemented by the Consultant. Close coordination will be maintained between Consultant and the operating staff at the WWTP immediately prior to, and during, the sampling period.

Task 8 - Review Intensive Wastewater Treatment Plant and Non-industrial Wastewater Sampling Data

The data collected by the Consultant will be reviewed for completeness and conformance to the quality objectives set forth in the sampling program. Any additional data needs will be identified to the Operator. If additional sampling is required, Consultant support of that activity will be provided.

Activity III. Determine Non-industrial and Industrial Flows and Loads

The load of each pollutant of concern that can be allocated to industrial sources is the difference between the total allowable load to a plant and the non-industrial load contributions of that pollutant. The objectives of this activity are to determine the non-industrial contributions of the pollutants of concern and to define potential industrial sources of the pollutants of concern and the contributions from these sources.

Task 1- Determine Non-Industrial and Industrial Flows

The flows attributable to non-industrial sources and industrial sources will be determined. It is anticipated that existing data are available that can be used to make this determination.

Task 2 - Determine Non-industrial Loads

The data compiled in Activity II will be evaluated by Consultant and compared to results from other, similar systems reported in the literature and influent data for the WWTP. The final determination of the potential non-industrial concentrations will be based on the system data collected, plant influent data, and literature values for non-industrial wastewater quality.

Task 3 -Determine Industrial Contributions

The industries that potentially contribute pollutants of concern will be identified. It is anticipated that historical data from the pretreatment program can be used to determine these contributions.

Activity IV. Develop Local Limits

In this activity, information developed in each of the previous activities will be aggregated to develop local limits. Allowable headworks limits will be developed based on receiving water quality constraints, potential process interference, treatment efficiencies, and sludge handling programs for each pollutant of concern. The most restrictive of these headworks limits for each parameter will be used to calculate acceptable industrial local limits.

Task 1 - Determine Removal Efficiencies

Removal efficiencies for the total treatment process will be calculated based on the data compiled in Activity II. These removal efficiencies, or removal efficiencies identified using an alternative approach defined in the EPA guidance, will be used in the local limits calculations.

Task 2 -Develop Head works Limits Based on Water Quality

Allowable influent concentrations that will result in discharges from the WWTP that do not violate standards will be calculated. Inputs to this task include the applicable stream standards, the critical low flow in the receiving stream, the effluent flow, and the removal efficiencies across the WWTP.

Task 3 - Develop Headworks Limits Based on Potential Interference in Plant Processes

The processes of concern in this task are the biological treatment processes. In this task, influent concentrations that will not disrupt the biological wastewater treatment processes will be identified. Inputs to this task include the literature values regarding concentrations of pollutants that inhibit the biological degradation of biochemical oxygen demand (BOD).

Task 4 - Develop Headworks Limits Based on Sludge Quality Requirements

Allowable influent concentrations, based on the requirement that pollutants of concern do not accumulate in the sludge to the extent that the quality restrictions for sludge disposal are exceeded, will be identified in this task. Inputs to this task include the applicable quality requirements for sludge disposal, concentrations of pollutants in the sludges, and the removal efficiencies across the plant.

Task 5 - Calculate Local Limits

Local limits for the treatment plant will be calculated in this task. The results of the development of headworks limits based on the various criteria discussed in each of the preceding tasks in this activity will be used, in addition to the data on domestic and industrial contributions determined in Activity III. Up to three alternative sets of local limits will be calculated, if required to develop approvable, feasible, environmentally protective limits. A report (or SOP) describing how to calculate Local Limits along with a spreadsheet that does the calculations will be provided to Operator.

Task 6- Allocation Method Used.

A report (or SOP) declaring the allocation method used and describing the calculations used along with a spreadsheet that performs the calculations.

Activity V. Prepare Technically Based Local Limits Calculation Report for TCEQ

A report will be prepared for submittal to TCEQ that documents the TBLL calculation procedures and presents the proposed TBLLs. The tasks in this activity are described below.

Task 1 - Prepare Draft Report

A draft report will be prepared that documents the procedures, data, and calculations used to develop the TBLLs. The report will include the results of all sampling and analyses, rationale for all decisions, and the proposed TBLLs. Two copies of the draft report will be provided to the Operator for review.

Task 2 - Prepare Final Report

A final report will be prepared for submittal to TCEQ. Revisions will be incorporated into the final report based on comments received from the Operator.

Activity VI. Propose Revisions to Ordinance and Other Pretreatment Program Documents

Proposed revisions to the portions of the pretreatment ordinance and other pretreatment program documents that address local limits will be prepared for review by the Operator and the Operator's attorney and/or review by Consultant if prepared by Operator. The Ordinance

will also be compared to the requirements identified in TCEQ checklists. Areas that may need to be revised will be identified. The Consultant will not issue any legal opinion with regard to the ordinance. Ordinances will not be presented to the various city councils until after approval by TCEQ.

Activity VII. Provide Communication

This activity includes the tasks associated with participating in meetings of the consultant and the Operator, TCEQ, the public, and industries.

Task 1 - Meet with Operator/Cities

Pursuant to this task, the Operator may schedule up to three meetings with Consultant to discuss the project with the Operator and/or the Cities. The initial meeting may be convened to serve as a project kick-off meeting. In conjunction with this meeting, Consultant will tour the WWTP to evaluate potential sampling locations, meet key plant staff members with whom coordination will be maintained, discuss the project approach, and confirm the Operator's specific objectives for this project. The additional meetings or conference calls may be convened, as the Operator deems appropriate, to discuss the coordination of the project, the development of the local limits, or TCEQ review comments. Meetings in addition to the three provided for in this task will entitle Consultant to additional reimbursement.

Task 2 - Meet with TCEQ

Up to two meetings with the TCEQ are provided for in this scope of service. Meetings in addition to the two provided for in this task will entitle Consultant to additional reimbursement.

Task 3 - Assist with Meetings with the Public and/or Industries

In the development of local limits, it is important to keep potentially affected industries apprised of changes that could significantly impact them. If there are major changes to the limits, it will be important to meet with the potentially affected industries and discuss the proposed changes. This will enable them to determine whether the proposed changes are reasonably achievable or not. If they are not reasonably achievable, the allocation techniques will be reviewed to determine if there is an alternate allocation method that is acceptable to TCEQ and protective of the environment and the plant, but which would create less of a burden on the industries. The Consultant will participate in one meeting with industries or public if requested by the City.

ADDITIONAL SERVICES

Additional Services are those that are not currently anticipated to be a part of this project to obtain TCEQ approval of modifications to the industrial pretreatment program, but which could become necessary or desired at some time during the project. The Consultant will

perform Additional Services only as authorized to do so by the Operator. If the Operator requests Additional Services, the Consultant will prepare a specific scope for the additional services (including a budget) and submit it to the Operator for review and approval prior to initiating the Additional Services. Following is a list of some of the Additional Services that might be necessary or desired:

- Preparation for, and attendance at, additional meetings or conference calls with the Operator, TCEQ, or EPA to discuss the proposed pretreatment program modifications, beyond those described in Basic Services.
- Calculation of additional alternative sets of local limits beyond those provided for in Basic Services.
- Additional spreadsheets for pretreatment calculations.

If additional sampling is required, Consultant support of that activity will be provided as additional services.

Deadlines/Statement of Qualifications Opening [SOQ]

DEADLINE FOR SUBMITTING SOQ: 2:00 PM CST, 02/15/2012
SOQs TO BE OPENED: 2:01 PM CST, 02/15/2012
SOQ OPENING LOCATION: Purchasing Services Office
Operations Center
1415 North 4th Street
Waco, Texas 76707

PRE-PROPOSAL MEETING

There will be a pre-proposal conference held at the date and time listed below. Interested parties are encouraged to attend to have their questions addressed.

Date & Time: 02/03/2012 at 11:00 AM CST

Location: City of Waco Riverside Service Facility
200 S. Colcord, Building 100
Waco, Texas 76707

For additional information, please contact the RFQ Administrator

WHOM TO CONTACT WITH QUESTIONS

1. RFQ Administrator. Any questions pertaining to this RFQ should be submitted by e-mail to Kelly Holecek at kellyh@ci.waco.tx.us.

If you wish to verify receipt of your e-mailed questions or you are unable to submit your questions via email, please contact Kelly Holecek, RFQ Administrator, at 254-750-8433.

Answers to all questions from potential submitters will be provided by 02/13/12.

NOTICE

ALL PAGES OF THIS REQUEST MUST BE INITIALED (A PLACE FOR SUCH IS PROVIDED AT THE BOTTOM OF EACH PAGE) BY THE PERSON AUTHORIZED BY YOUR COMPANY TO COMMIT YOUR COMPANY TO ALL INSTRUCTIONS, CONDITIONS AND PRICING AS DEFINED, OR ENTERED IN OR ON, THE DOCUMENTS. YOUR INITIALS INDICATE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL INSTRUCTIONS AND CONDITIONS INCLUDED IN THIS REQUEST. SOQs SUBMITTED WITHOUT ALL OF THE PAGES, OR PAGES THAT ARE NOT INITIALED, MAY BE CONSIDERED "NON-RESPONSIVE" AND MAY BE REJECTED FOR THAT REASON.

INFORMATION TO BE PROVIDED BY SUBMITTER

The following information MUST be included in a Statement of Qualifications:

Firm: _____

Signature of Person Authorized to Sign SOQ: _____

Signer's Name and Title (print or type): _____

Date: _____ Telephone: _____ Fax: _____

Email: _____

PROPOSED SCHEDULE OF EVENTS

<u>TASK/EVENT</u>	<u>TIME/DATE</u>
Issue Request for Qualifications (RFQ)	1/27/12
Pre-proposal Meeting	02/03/12, 11:00 AM CST
Deadline for technical questions	02/08/12 5:00 PM CST
Answers to technical questions returned	02/13/12
Receipt of Statements of Qualifications (SOQs) – Closing Date	02/15/12 2:00 PM CST
Evaluation of Statements of Qualifications (SOQs)	02/15/12 – 03/01/12
Notification of Finalist(s)	03/01/12
Request Price Proposal and Negotiate Final Contract	03/01/12 – 03/08/12
Approval by Waco City Council	03/20/12
Begin Design Work	04/01/12 – On or Before
Contract Complete	11/01/12

The proposed schedule of events is tentative and may be modified throughout the RFQ process as events unfold.

HOW TO PACKAGE YOUR PROPOSAL

One original, five (5) copies and one electronic copy (.pdf format on CD) of your SOQ must be submitted: (1) inside a sealed envelope; (2) clearly marked on the outside with the SOQ number, opening date, and "SOQ FOR WMARSS TBLLs". SOQs may be mailed or hand-delivered to:

Via U.S. Mail:	Via Hand Delivery / Courier Delivery:
City of Waco Purchasing Services Operations center P.O. Box 2570 Waco, Texas 76702-2570 ATTN: Kelly Holecek	City of Waco Purchasing Services Operations Center 1415 North 4 th Street Waco, Texas 76707 ATTN: Kelly Holecek Note: U.S. Mail does NOT deliver to this street address.

WHAT IS NOT ACCEPTED

A STATEMENT OF QUALIFICATIONS SUBMITTED BY FACSIMILE TRANSMISSION (FAX) OR BY ELECTRONIC MAIL (EMAIL) WILL NOT BE ACCEPTED. A STATEMENT OF QUALIFICATIONS SUBMITTED OR POSTMARKED AFTER THE DEADLINE FOR SUBMITTING THE STATEMENT OF QUALIFICATIONS (AS STATED ABOVE) WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES AND WILL BE RETURNED UNOPENED TO THE SUBMITTER.

LIMITATIONS

1. Right to Accept or Reject. The City reserves the right to accept or reject any or all submissions as a result of this RFQ, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the City. The RFQ does not commit the City to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFQ. SOQs may be held for one hundred eighty (180) days after opening without taking action.
2. City Council Approval Required. The Waco City Council must approve the firm selected to provide the services requested in this RFQ. The City reserves the right to authorize contract negotiations to begin without further discussion with firms submitting a response. Therefore, each SOQ should be submitted as completely and accurately as possible. The City reserves the right to request additional data, oral discussions, or presentations in support of the written SOQ.

3. Firm or Individual's Obligation Regarding Evaluation

3.1 Submission of Information. Submitters are cautioned that it is each firm and or individual's sole responsibility to submit information related to the evaluation categories, and the City is under no obligation to solicit such information if it is not included with the SOQ. Failure of a firm or individual to submit such information may cause an adverse impact on the evaluation of the specific SOQ.

3.2 Submitter Review of RFQ. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFQ and their responses. Failure to do so will be at the firm and/or individual's risk and will not be a determinative factor when awarding the contract for services.

3.3 Encouraging Competition. The specifications, conditions, terms, provisions, and information of this RFQ are written to encourage maximum response to the RFQ. The RFQ specifications, conditions, terms, and provisions herein shall be the basis of comparison between firms. There is no intent to discriminate against any individual or group but rather, to set a definite standard of performance. Submitters are required to offer services that will meet or exceed the minimum or maximum specifications herein.

4. Requests for Interpretation.

4.1 Request in Writing. Any explanation desired by a submitter regarding the meaning or interpretation of this RFQ, or any documentation or attachments as part and parcel of the RFQ, must be requested in writing via email, or faxed to the contact persons as described herein, or by U.S. mail to PURCHASING SERVICES DIVISION, P.O. BOX 2570, WACO, TX, 76702-2570.

4.2 Sufficient Time Required. Such correspondence shall be submitted with sufficient time allowed for the City to evaluate and reply to all prospective submitters before the deadline for submitting a proposal as stated in this RFQ. The RFQ identifying number must appear on all correspondence and inquiries.

4.3 Oral Non-binding. Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the RFQ, a written agreement pertinent to the RFQ, or the awarding of the contract.

PROPOSAL SPECIFICATIONS

1. Proposal Form. Firms and/or Individuals are encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or complexity are discouraged. The City reserves the right to include the selected proposal, or any part of the selected proposal, in the final design contract. Emphasis should be on completeness and clarity of content.

2. Modification or Withdrawal of Proposal. SOQs CANNOT BE ALTERED OR AMENDED AFTER THE DEADLINE PASSES TO SUBMIT THE SOQ. SOQs may be modified prior to the deadline only by providing a written notice (including by fax or email) to the purchasing contract person at the address or telephone number shown herein. An SOQ may also be withdrawn by providing the same notice or in person by a submitter or the submitter's authorized agent, providing the agent's identify is made known and the agent signs a receipt reflecting the SOQ is being withdrawn. HOWEVER, IN THE EVENT OF WITHDRAWAL, THE SUBMITTER WILL NOT BE ALLOWED TO RESUBMIT. This provision does not change the common law right of a firm or individual to withdraw an SOQ due to a material mistake in the SOQ.

3. Inquiries. In order to ensure fair and objective evaluation, all questions related to this RFQ should be addressed only to the persons named herein.

4. RFQ Interpretation; Modification. Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority or addenda shall be vested in the City of Waco. Addenda will be made available to all that are known to have received a copy of this RFQ. Submitters shall acknowledge receipt of all addenda per the instructions to be attached to addenda.

5. Authorized Signature. An SOQ must be manually signed by a person having authority to contractually bind the submitter. Any erasures or other changes must be initialed by the person authorized to sign the SOQ or others who are able to show evidence of authority to execute or sign on behalf of the submitter.

AWARD OF CONTRACT

1. Award of Contract. Upon staff recommendation to the City Manager of the negotiated final price, the final award of a contract for the services to be performed in accordance with this RFQ will be made by either the City Council or City Manager, depending on the final price.

2. Reservations by City. The City Council has the right to accept, reject, or cancel any and all submissions. In addition, the City expressly reserves the following:

- 2.1 waive any defect, irregularity, or informality in any submission or RFQ procedure;
- 2.2 extend the RFQ closing time and date;
- 2.3 reissue this RFQ in a different form or context;
- 2.4 procure any item by other allowable means;

2.5 waive minor deviations from specifications, conditions, terms, or provisions of the RFQ, if it is determined that waiver of the minor deviations improves or enhances the City's business interests under the RFQ; AND/OR

2.6 extend any contract when most advantageous to the City, as set forth in this RFQ.

ELEMENTS OF CONTRACT

1. RFQ an Invitation. This Request for Qualifications is an invitation for individuals and companies to submit Statements of Qualifications (SOQs). It is not a contract and has no legal binding effect upon the City.

2. SOQ is an Indication of Ability to Perform Requested Services. The SOQ submitted by a firm or individual is an indication of the ability of the firm or individual to perform the requested services. It is not an offer to perform said services at a given price.

3. Award is Acceptance. The selection of a firm or individual and award of a contract by the Waco City Council based upon a negotiated price is acceptance on the part of the City, thereby resulting in a binding contract between the City and the selected firm or individual.

4. Consideration. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the City to the selected firm or individual.

5. Agreement; Exceptions.

5.1 Submission of an SOQ is a representation by a submitter that the submitting firm or individual agrees to the terms, conditions, and other provisions contained in the RFQ, unless the submitter clearly and specifically presents in its SOQ any exceptions to the terms, conditions, and other provisions contained in the RFQ.

5.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the City and the selected firm or individual unless and until the City agrees to accept such exceptions.

5.3 The selected firm or individual must acknowledge and agree that the negotiated contract resulting from this RFQ includes the terms, conditions, and other provisions contained in the RFQ, the SOQ selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the RFQ, and any other documents mutually agreed upon by the City and the selected firm or individual.

5.4 No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ or the resulting negotiated contract.

GENERAL REQUIREMENTS

The selected firm shall provide professional services to assist the City of Waco with the re-development of technically based local limits (TBLL) for the Waco Metropolitan Area Regional Sewer System (WMARSS) two WWTPs.

The selected firm must demonstrate that they are qualified, capable, and competent to provide the following services:

- Preparation of complete detailed plans and specifications for a given project.
- Preparation of detailed opinion of probable cost and time required for construction
- Cognizant of and able to apply TCEQ design criteria
- Coordination with Program Manager and WMARSS participating Cities throughout the design phase
- Ability to provide these services within the timeframe indicated

SUBMITTAL REQUIREMENTS

As stated above, submitters are encouraged to submit concise and clear Statements of Qualification. Responses of excessive length are not encouraged. Emphasis should be on completeness and clarity of content.

THE FOLLOWING ITEMS SHOULD BE INCLUDED IN YOUR STATEMENT OF QUALIFICATIONS, preferably in the following order.

1. Required Contents and Page Limitations. Each Statement of Qualifications shall include the following information, subject to the corresponding page limitations in parentheses:

Cover (1). – Display the RFQ title.

Letter of Transmittal (1).

Table of Contents (no limit). Clearly identify in your submittal what part of the RFQ is being addressed in each section

Statement of Project Understanding (2).

Relevant Design Qualifications and Experience (6).

Describe the firm's experience and relevant qualifications with regards to the design of Wastewater Treatment Plants

Describe the firm's experience and relevant qualifications with regards to the design of expansions and/or modifications of existing and currently operational Wastewater Treatment Plants

Describe the firm's experience and relevant qualifications with regards to the design of sewage interceptors, collection facilities, and/or sewage lift stations.

List all Industrial Pretreatment Consulting Projects Performed Within the Last Five Years (no limit). For each project, provide and clearly indicate:

A brief description of the project;

Location of the project;

The start and ending date of the project;

Provide a reference for the project including Name, title and/or position, phone number, fax number, and e-mail address.

Synopsis of Key Personnel Qualifications and Experience (3).

Proposed Subconsultants and work for which they will be responsible (3).

Location of office(s) at which work will be performed (1).

2011 Rate Schedule.

Appendix A - Resumes of Key Personnel (no limit).

Appendix B - Conflict of Interest (no limit). Describe any other business affiliations or conflict of interest with the other WMARSS participating municipalities.

Appendix C - Exceptions to RFQ or Contract.

The purpose of this RFQ for the City of Waco is to obtain services as specific in and anticipated by this RFQ. VARIATIONS FROM THE SPECIFICATIONS MUST BE NOTED BY A SUBMITTER IN ITS RESPONSE. ABSENCE OF NOTED VARIATIONS WILL BE INTERPRETED TO MEAN THE SUBMISSION IS IN EXACT ACCORDANCE WITH THE RFQ SPECIFICATIONS, CONDITIONS, TERMS, AND PROVISIONS.

Detail in your submission any EXCEPTIONS your firm may have regarding this RFQ or the contract to be awarded pursuant to the RFQ and explain why the exceptions should apply.

Approval of variations offered by a firm or individual remains with the City and in all cases the City's decision is final. In the event a variation is not accepted by the City, the submitter may be allowed to offer services in lieu of the variation which meet the specifications, conditions, terms, and requirements of this RFQ.

Appendix D – Attachments. Include an original signed copy of all attachments included in ATTACHMENT section of this RFQ. Also include a complete copy of this RFQ, initialed at the bottom by the individual whose signature appears on the proposal attachments

Appendix E. Include a complete copy of this RFQ, initialed at the bottom by the individual whose signature appears on the proposal attachments. Failure to include a complete, initialed copy of the RFQ will result in the removal of the SOQ from consideration.

Appendix F (If applicable). Include a signed copy of any all addenda to the original RFQ. Failure to include a signed copy of all addenda issued will result in the removal of the SOQ from consideration.

2. Opened SOQ. A submittal may not be opened before the closing date for the purpose of changing or amending the submittal or to correct an error in the submittal terms or conditions. If the submittal is opened before the closing date by anyone other than the City, the submittal may be rejected in its entirety by the City.

3. Additional Information. At your option, provide in your proposal any contractual language, terms, conditions, considerations, or contingencies your company would request or require to be included in the negotiated contract between the City and the selected submitter, should your company be awarded the final design contract. Approval of such language, terms, conditions, considerations, or contingencies offered by a submitter remains with the City and in all cases the City's decision is final.

EVALUATION CRITERIA

1. Evaluation Standard; Evaluation Committee. Only submittals meeting minimum qualifications will be evaluated. A committee comprised of City of Waco staff and Program Manager Representatives will evaluate the SOQs submitted. The most qualified firm(s) and/or individuals will be invited to submit a cost proposal and participate in negotiations. If negotiations fail, the second most qualified firm will be invited to submit a cost proposal and so on until a contract can be presented to the Waco City Council for award.

The evaluation committee recommendations are subject to approval by the Waco City Manager and/or the Waco City Council. The City will initially evaluate the qualifications of firms providing SOQs based on, but not limited to the following criteria:

2. Pass / Fail Mandatory Requirements

Each Firm must have someone on staff that is licensed to practice in the STATE OF TEXAS.

Firm must not have any contracts with the seven participating WMARSS cities that may cause or create a conflict of interest in performance of this contract.

Firm's submittal must adhere to the instructions in this request for qualifications for preparation and submission.

3. Technical Quality

Relevant Experience

Firm's relevant background

Experience and familiarity with public works wastewater and environmental engineering design 40 pts.

Planning, design, and pretreatment experience

Key Personnel

Background and experience of firm's key personnel including executives / management, licensed professionals, and specialists 30 pts.

Record of Past Performance

Experience with WMARSS 30 pts.
Feedback of References

4. Presentations. After an initial review and compilation process, the City may ask for presentation of services from selected firms or individual to clarify and to develop a comprehensive assessment of the submissions.

5. Other Considerations. The City reserves the right to consider historical information and facts, whether gained from the proposal, references, or any other source, in the evaluation process, including submitter's past working or business relationship with the City, if any. The City will also consider the impact on the ability of the City to comply with rules, policies, and practices relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities. The City further reserves the right to consider a submitter's background, personnel, experience, financial and other references, management practices, exceptions to the RFQ or subsequent contract, and any working relationships, past or present, a submitter may have with its other clients.

CONTRACT TERMS AND CONDITIONS

This section will apply to the firm(s) or individual(s) who are ultimately invited to submit a cost proposal and to negotiate a final contract. **DO NOT** submit a cost proposal at this time. These terms and conditions are presented for your agreement or your opportunity to take exception. Your response to these terms will be the basis for beginning contract negotiations should your firm be selected to submit a cost proposal.

1. **Contract.** In the event a Company, Firm, or Individual is requested to submit a price proposal in response to the City's review of their SOQ, the SOQ and the price proposal submitted to, and accepted by the City, and any other documents the parties mutually agree to, CONSTITUTE A CONTRACT between the City of Waco and the selected Firm or Individual at the time the Waco City Council awards the contract to such Firm or Individual. No further documentation is required to constitute a contract unless the contracting parties supplement the contract with further documentation. By submitting an SOQ, the submitter agrees to comply with these Terms and Conditions and other requirements set forth in this RFQ and to be further bound to the representations and information the submitter provides in its response to this RFQ.

2. **Term** The term for this contract will begin with award of the contract by City Council and continued until the project is completed, unless terminated or otherwise indicated in the contract.

3. **Right to Terminate; Notice Requirement.** The City reserves the right to terminate the contract with the selected Firm or Individual for any reason or for no reason (without cause) during the term of the contract, or during any renewal, by giving thirty (30) days written notice of such intention to terminate the contract to the selected submitter.

4. **Insurance.**

4.1 **Types and Amounts of Insurance Required.**

Consultant shall provide continuous enforcement of adequate insurance covering all employees employed by Consultant and shall keep in full force and effect during the term of this contract insurance in the following types and minimum amounts:

<u>TYPE</u>	<u>AMOUNT</u>
Comprehensive, General Liability, including contractual liability, premises/operations, and personal injury liability	<u>Bodily Injury:</u> \$250,000 per person \$500,000 aggregate <u>Property Damage:</u> \$100,000 per occurrence \$100,000 aggregate
Workers' Compensation	Statutory
Employer's Liability	\$100,000

Comprehensive Automobile Liability, including owned, unowned and hired car coverage	<p style="text-align: center;"><u>Bodily Injury:</u> \$250,000 per person \$500,000 aggregate</p> <p style="text-align: center;"><u>Property Damage:</u> \$100,000 per occurrence \$100,000 aggregate</p>
Professional Liability (Claims Made Form)	<p style="text-align: center;">\$500,000</p>

4.2 Term of Policy. The required coverage must remain in effect for a two (2) year period following the expiration of the contract with the City

4.3 Certificates of Insurance.

4.3.1 Delivery. Prior to the commencement of any services or work under the contract awarded pursuant to this RFQ, selected Firm or Individual shall furnish an original completed certificate(s) of insurance, endorsement, or other documents evidencing the required insurance to the Waco's Risk Manager which shall be clearly labeled "Re-Development of Technically Based Local Limits for WMARSS RFQ 2012-014."

4.3.2 Agent Information. The insurance documents must be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s), endorsement or other documents must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the Waco.

4.3.3 Precondition to Performance. Waco shall have no duty to pay or perform under the contract until such insurance proof shall have been delivered to the Waco's Risk Manager, and no officer or employee, other than the Risk Manager, shall have authority to waive this requirement.

4.4 Review of Requirements. Waco reserves the right to review the insurance requirements of this RFQ during the effective period of the RFQ and any extension or renewal hereof and to modify insurance coverage and limits when deemed necessary and prudent by the Waco's Risk Manager, based upon changes in statutory law, court decisions, or circumstances surrounding the RFQ, but in no instance will Waco allow modification whereupon the WMARSS Cities may incur increased risk.

4.5 Changes to Policy; Copies. Waco shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties

hereto or the underwriter of any such policies). Selected Firm or Individual shall be required to comply with any such requests and shall submit a copy of the replacement certificate(s) of insurance to the Waco at the address provided herein within 10 days of the requested change. Selected Firm or Individual shall pay any costs incurred resulting from said changes.

4.6 Additional Requirements. Selected Firm or Individual agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance, WITH THE EXCEPTION OF WORKERS' COMPENSATION and EMPLOYER'S LIABILITY, will include the following:

4.6.1. Additional Insured. **Except workers' compensation and professional liability**, the WMARSS Cities of Bellmead, Hewitt, Lacy Lakeview, Lorena, Robinson, Waco and Woodway and their respective officers, employees, volunteers, and elected representatives will be named as additional insureds on the required insurance;

4.6.2. Other-Insurance Endorsement. Provision for an endorsement that any "other insurance" clause shall not apply to the WMARSS Cities where the WMARSS Cities are an additional insured shown on the policy.

4.6.3. Waiver of Subrogation. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the WMARSS Cities.

4.6.4. Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by Waco, selected Firm or Individual shall notify Waco of such and shall give such notices not less than thirty (30) days prior to the change, if selected Firm or Individual knows of said change in advance, or ten (10) days notice after the change, if the selected Firm or Individual did not know of the change in advance. Such notice must be accompanied by a replacement certificate(s) of insurance.

4.7. Notices. All notices, including a change in insurance coverage status, shall be given to Waco at the following address:

City of Waco
Purchasing Department
P.O. Box 2570
Waco, Texas 76702-2570

City of Waco
Risk Manager
P.O. Box 2570
Waco, Texas 76702-2570

4.8. Selected Firm or Individual Insurance Primary. Selected Firm or Individual acknowledges and agrees that its insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of Waco or other WMARSS Cities for liability arising out of operations pursuant to the contract awarded under this RFQ.

5. **Indemnification. IF THE CONSULTANT FAILS TO PROVIDE INSURANCE IN ACCORDANCE WITH THE INSURANCE PROVISIONS OF THIS CONTRACT,** CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this CONTRACT, including any errors, acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, contractor or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

6. Selected Firm or Individual's Obligation to Make Reports. The Firm or Individual selected and awarded a contract under this RFQ shall be obligated as follows:

6.1 The selected Firm or Individual shall advise the City of errors or other discrepancies coming under observation during the progress of the services performed under the contract.

6.2 The selected Firm or Individual shall make to the City's finance director quarterly reports and shall make semi-annual progress reports to the Waco City Council, if requested by the City.

7. Assignment; Transfer. The selected Firm or Individual shall not sell, assign, transfer, or convey any contract or other benefits resulting from this RFQ, in whole or in part, without the prior written consent of the Waco City Council.

8. Tax Certification; Offset of Other Debts Against City. Selected Firm or Individual hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this RFQ, at the option of City. Furthermore, Selected Firm or Individual agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected Firm or Individual, pursuant to the awarded

contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected Firm or Individual. The City may apply the amount withheld to the debts and taxes owed to the City by the selected Firm or Individual until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.

9. Force Majeure.

9.1 In the event performance by the selected Firm or Individual of its obligations under this contract shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the selected Firm or Individual shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith.

9.2 Selected Firm or Individual shall notify the RFQ Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the contract. Upon such notice, the selected Firm or Individual and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the contract.

10. Independent Contractor. The selected Firm or Individual will be an independent contractor under the contract. Professional services provided by the selected Firm or Individual shall be by the employees or authorized subcontractors of the selected Firm or Individual and subject to supervision by the selected Firm or Individual, and not as officers, employees or agents of the City. Selected Firm or Individual will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.

12. No Joint Enterprise/Joint Venture. It is not the intent of this RFQ or the contract to be awarded to create a joint enterprise or joint venture.

13. Sustained Damages. In the event the City terminates the awarded contract for breach or any other reason, the selected Firm or Individual shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the selected Firm or Individual or otherwise, and the City may withhold any payments to the selected Firm or Individual for the purpose of an offset until such time as the amount of damages due the City from the selected Firm or Individual can be determined.

14. Subcontracting Proposal. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Firm or Individual under this RFQ, must be provided and clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

15. Miscellaneous.

15.1 There is no expressed or implied obligation for the City to reimburse Firm or Individuals for any expenses incurred in preparing proposals to respond to this RFQ.

15.2 During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Firm or Individuals, or to allow corrections of errors or omissions.

15.3 The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

15.4 Each proposal shall state that it is valid for a period of one hundred eighty (180) days from the date of opening of the proposal by the City.

16. Non-negotiable Terms. The following terms or conditions are not negotiable:

16.1 Unfunded Liability. The City will not incur a debt or obligation to pay selected Firm or Individual any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.

16.2 Indemnification. The City will not agree to indemnify selected Firm or Individual or any third party unless the City decides on its own to set aside funds to fund the indemnification.

16.3 Advance Payments. The City will not make advance payments to a selected Firm or Individual or any third party pursuant to this RFQ or resulting contract.

16.4 Gift of Public Property. The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected Firm or Individual.

16.5 Procurement Laws. The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.

16.6 Limitation of Liability. The City will not agree to allow the selected Firm or Individual to limit its liability for breach or default of contract to the contract amount or to the amount the City has paid up to the time of the breach or default.

16.7 Attorney's fees; Legal Costs. The City will not agree to pay the selected Firm or Individual's attorney's fees or other legal costs under any circumstances.

16.8 Delinquent Payments; Interest. The City will not consider a payment delinquent, which is made within 30 days of receipt of the selected Firm or Individual's invoice, in accordance with Texas law. If the City does not pay what is due and owing within the 30 days, the City will not agree to pay more than 1% interest per month on the overdue amount, in accordance with Texas law.

16.9 Venue; Applicable Law. This RFQ and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFQ are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.

MINORITY/WOMEN OWNED BUSINESS CERTIFICATION

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, and Native Americans.

Certification: Bidder declares a minority and/or women owned business status:

___ YES; ___ NO.

If yes, check one, or more, of the following blocks:

Woman ___; Asian ___; Black ___;

Hispanic ___; Native American ___

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

AUTHORIZED SIGNATURE PAGE

The undersigned agrees, if this offer is accepted within 90 calendar days after date of opening, to fully comply in strict accordance with the information provided in response to the Request For Proposal.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Fax: _____

E-mail: _____

Date: _____

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

DRUG-FREE WORK PLACE ACT CERTIFICATION

1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor's work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor's policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Waco within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The contractor's headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____

Zip Code: _____

SIGNED BY: _____ **Date Signed:** _____

Print Or Type Name And Title: _____

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

REQUIREMENTS FOR CORPORATION

When an instrument is signed on behalf of a corporation, documentation must be submitted that states the person signing on behalf of the corporation has the authority to do so. That documentation may be in the form of a resolution approved by the Board of Directors, charter provisions, or by-laws.

If a corporation has a document authorizing one or more individuals to enter into contracts or execute and delivery any instrument in the name of the corporation that it may deem necessary for carrying on the business of the corporation, a certified copy of that document may be submitted. The secretary of the corporation must certify that the submitted document is a true and correct copy of the resolution and has not been revoked, amended, or altered and is still in full force and effect. (A certification form is presented below for your convenience.)

If a corporation does not have such a document authorizing someone to enter into a contract on behalf of the corporation, a resolution form is attached for your convenience.

CERTIFICATION

I, _____, certify that the attached
(Secretary of Corporation)

resolution was adopted by the Board of Directors of _____
(Corporation)

_____ at a meeting on the ____ day of _____, 20__,

and has not been revoked, altered, or amended and is still in full force and effect.

(Signature)

(Print Name), Secretary

IF APPLICABLE, RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

RESOLUTION

BE IT RESOLVED by the Board of Directors of _____

_____ that
(Name of Corporation)

_____ is hereby authorized to execute a contract
(Name)

with the City of Waco to complete/construct _____

(Name of Project, Project No.)

_____, Secretary, is authorized to attest the
signature binding the corporation.

Corporate Name

(Corporate Seal)

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution
(Secretary of Corporation)

was adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature)

(Print Name), (Secretary)

IF APPLICABLE, RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

**INSTRUCTIONS FOR COMPLETING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant (PROPOSER/SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (PROPOSER/SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant (PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CITY OF WACO

Purchasing Department

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Project Name: _____
Location: _____
RFB/RFP #: _____

TO: CITY OF WACO

**GENERAL SERVICES
P.O. BOX 2570
WACO, TX 76702-2570**

This certification is required or may be required by the regulations implementing Executive Order 12549. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company

Name and Title of Authorized Representative

Signature

Date

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS

BID AND PROPOSAL PROTEST PROCEDURE

Adopted October 12, 2004

1. Any actual or prospective bidder or proposer who believes they are injured as a result of a bid or proposal posted by the City of Waco may file a protest. Only written protests may be considered. A written protest includes a protest sent by email or facsimile to the purchasing services department of the city.
2. The protest must be in writing and delivered to the purchasing services department of the City of Waco. The protest may be delivered in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:
**Purchasing Services
c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**
3. The department must receive the written protest within five (5) business days from the date of receipt of notification of city staff's proposal award recommendation being submitted to the Waco City Council for award.
4. The written protest must include the following information before it may be considered by the city:
 - (a) name, mailing address, and business phone number of the protesting party;
 - (b) identification of the bid or proposal being protested;
 - (c) a precise and concise statement of the reason or reasons for the protest which should provide enough factual information to enable the city to determine the basis of the protest; and
 - (d) any documentation or other evidence supporting the protest.
5. The purchasing services department, in necessary conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the protest, including, at the purchasing services director's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
6. If the purchasing services department is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
7. A request for the city manager's review must be in writing and received by the purchasing services department within three (3) business days from the date the purchasing services department informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the purchasing services department at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
8. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
9. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the purchasing services department before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information.

The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the city council during the hearing of the visitors session.



Texas Public Information Act

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms) that are clearly not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____

_____ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS



**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

Name of Entity/Business/Person: _____

1. Is the above named entity/business/person: (check one)

- A corporation
- A partnership
- A sole proprietorship or an individual
- Other (specify): _____

Check all applicable boxes.

2. Relationship/Connection to Council member, officer, or employee

- NO - there is no connection between Entity/Business/Person and the City of Waco.
- YES - a person involved with this Entity/Business/Person

Who is an owner, principal, or manager of this entity/business/person is related to* or a member of the same household as a City of Waco city council member, officer or employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

If **YES**, provide (a) the name of owner, principal, or manager **and** (b) the name of the City Council member, officer or employee. Include the department the City officer or employee works for, if known. If related to, indicate (c) whether relationship is spouse, child or child's spouse, and parent or parent's spouse or member of same household. Use back of page if more space needed.

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. City Council member, officer, or employee directly involved

- NO – City of Waco council member, officer or employee not involved
- YES - a person involved with this Entity/Business/Person

is an owner, principal, or manager of this entity/business/person **or** is working for this entity/business/person,

AND said person is a current City of Waco city council member, officer or employee.

If YES, provide the name of owner, principal, or manager who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS



INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift..

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.
If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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 the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with governmental entity

Date Signed

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RETURN WITH YOUR STATEMENT OF QUALIFICATIONS