



907 EAST HOUSTON STREET | CLEVELAND, TEXAS 77327

REQUEST FOR QUALIFICATIONS

Professional Administration and Engineering Services for the Wastewater and Water System Improvements related to Clean Water State Revolving Funds (CWSRF) and Texas Water Fund(TWF)/Rural Water Assistance Fund (RWF)

Return deadline is no later than: 3:00 p.m., Thursday, September 19, 2024

Delivery Address: City of Cleveland – City Hall
CITY SECRETARY
201 E. Houston Street
Cleveland, Texas 77327

NAME OF COMPANY SUBMITTING BID: _____

**Professional Engineering Services for the Wastewater and Water System
Improvements related to CWSRF and TWF/RWAF Funds**

Table of Contents:

Legal Notice..... 3

SECTION 1: General Information & Offer / Acceptance 5

SECTION 2: Instructions & General Terms 6

SECTION 2.37 – **Question Deadline (5:00 p.m., Thursday, September 19, 2024)** 10

SECTION 3: Special Provisions..... 11

SECTION 4: General Statement of Work 14

SECTION 5: Scope of Services..... 14

SECTION 6: Evaluation & Selection Process..... 15

Submittal Signature Form | Response Affidavit (**required response & signature**)..... 17

EXHIBIT A: DESCRIPTION OF PROPERTY TO BE INSPECTED & APPRAISED..... 18

CITY OF CLEVELAND
907 E HOUSTON STREET | CLEVELAND, TEXAS 77327

LEGAL NOTICE
Advertisement for Submittals

Sealed bids will be received at the front office of the City Secretary located at 907 E. Houston Street, Cleveland, Texas 77327 until **Thursday, September 19, 2024 at 3:00p.m.** for the following:

**Professional Engineering Services for the Wastewater and Water System
Improvements related to CWSRF and TWF/RWAF Funds**

Submittals will be publicly opened, **Thursday, September 19, 2024 at 3:00p.m.** for in the City Hall – Council Chambers located at 907 E. Houston Street, Cleveland, Texas 77327. Request for qualifications are available online through the City of Cleveland website: www.clevelandtexas.com. Questions and RFQ documents can also be requested through email (rbrookes@clevelandtexas.com). Please reference **RFQ: Professional Administration and Engineering Services** when requesting specifications through email.

Submittal Deliveries: All submittals must be clearly addressed to the City Secretary and include the RFQ name and number on the outside of the envelope / package. The City of Cleveland cannot guarantee, due to internal mail delivery procedures that any submittals sent priority mail will be picked up from the post office by City employees and delivered to the City Secretary by the closing date and time. It is recommended that submittal deliveries be made either in person or via an alternate delivery method ensuring delivery to the physical address. **Respondents shall bear full responsibility for ensuring that the submittal is delivered to the specified location by due date and time.** Late submittals will be considered as non-responsive and returned unopened.

RFQ NAME: Professional Administration and Engineering Services for the Wastewater and Water System Improvements related to Clean Water State Revolving Funds (CWSRF) and Texas Water Fund(TWF)/Rural Water Assistance Fund (RWAF)

DUE DATE/TIME: Thursday, September 19, 2024 at 3:00p.m.

MAIL OR DELIVER TO: City of Cleveland– City Secretary
907 E Houston Street
Cleveland, Texas 77327

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded by a loan from the TWDB. For more information, please visit CWSRF

Program Guidance. Neither the State of Texas nor any of its departments, agencies, or employees are or will be party to this RFQ, or any resulting contract. RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act).

These contracts are subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA approved fair share goals for Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through the demonstration of the six affirmative steps. For more details of the DBE program please visit www.twdb.texas.gov/dbe.

The City reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the City. No officer or employee of the City of Cleveland shall have a financial interest, direct or indirect, in any contract with the City of Cleveland.



907 E HOUSTON STREET | CLEVELAND, TEXAS 77327

REQUEST FOR QUALIFICATIONS

RFQ NAME: Professional Administration and Engineering Services for the Wastewater and Water System Improvements related to Clean Water State Revolving Funds (CWSRF) and Texas Water Fund(TWF)/Rural Water Assistance Fund (RWF)

SECTION 1: GENERAL INFORMATION & OFFER / ACCEPTANCE

The enclosed **Request for Qualifications** (RFQ) and accompanying specifications are provided for your convenience in responding to the enclosed services. Vendors are cautioned that the RFQ is the sole point of contact for the City of Cleveland (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFQ, is an expression of opinion only and confers no right upon the vendor. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Cleveland – CITY SECRETARY

907 E. Houston Street, Cleveland, Texas 77327 Email: rbrookes@clevelandtexas.com
Cleveland, Texas 77327

Sealed responses will be received no later than Thursday, September 19, 2024 at 3:00p.m.

**MARK ENVELOPE: RFQ: Professional Administration and Engineering Services
CITY OF CLEVELAND – CITY SECRETARY
907 E HOUSTON STREET
CLEVELAND, TEXAS 77327**

The City of Cleveland appreciates your time and effort in preparing a response. Please note that all responses must be received at the designated location by the deadline shown. Responses received after the deadline will not be considered for award, and shall be considered void.

Recommendations for contract negotiations will be made approximately two to four weeks after the response opening date. The City reserves the right to award contracts depending on the best interest of the City. To obtain results please contact the City Secretary at the address above or phone 281-592-2667.

VENDORS SHALL SIGN AND DATE PAGES WITH SIGNATURE LINES. INCOMPLETE RESPONSES OR RESPONSES WHICH ARE NOT SIGNED AND DATED AS STATED MAY BE REJECTED.

SECTION 2: INSTRUCTIONS AND GENERAL TERMS

- 2.00 The purpose of this document is to provide for a contract for the services provided. The term of the contract will be from Vendor receipt of 'Notice to Proceed' until satisfactory completion of all of the services specified.
- 2.01 It is understood that the City of Cleveland, Texas (City) reserves the right to reject any or all responses for any or all services covered in this RFQ and to waive informalities or defects or to accept such responses as it deems to be in the best interest of the City of Cleveland.
- 2.02 Responses shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The RFQ title shall be marked clearly on the outside as shown below. **Email or facsimile transmittals will NOT be accepted.** No detailed bid information or markings, other than those specified, shall be on the outside of sealed bid package.
- 2.03 Submission of responses – Include all signature pages of this document with your response. Sealed responses shall be submitted to:

**City of Cleveland – City Secretary
907 E Houston Street
Cleveland, Texas 77327**

- 2.04 Late Responses – all responses must be received in the City of Cleveland City Secretary's office before RFQ opening date and time. Responses received after the submission deadline will be considered void and unacceptable. The City of Cleveland is not responsible for lateness or non-delivery of mail, carrier, etc.
- 2.05 Funding – This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded by a loan from the TWDB. For more information, please visit CWSRF Program Guidance. Neither the State of Texas nor any of its departments, agencies, or employees are or will be party to this RFQ, or any resulting contract. RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act).
- 2.06 Altering responses – responses cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer.
- 2.07 Withdrawal of response – a response may not be withdrawn or canceled by the vendor without the permission of the city for a period of one-hundred-twenty (120) days following the date designated for the receipt of bids, and vendor so agrees upon submittal of a bid. For the purpose of proper response evaluation and approval, all

conditions shall remain firm and valid for a one-hundred-twenty (120) day period, commencing on the day of the RFQ opening. Upon award of contract all services and negotiated prices shall be firm and valid for the duration of the contract.

- 2.08 Sales tax – the City of Cleveland is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Vendors shall be responsible to report and pay all applicable taxes, if any, promptly.
- 2.09 Contract award – the City of Cleveland will review all vendor responses for compliance with specifications. Contracts shall be awarded to the most highly qualified vendor who provides services on the basis of demonstrated competence and qualifications. In selecting the vendor to whom the contract will be awarded, the City also reserves the right to consider the location of the vendor’s principle place of business as provided by Section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Cleveland may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.
- 2.10 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, Subtitle C, Chapter 171. City of Cleveland prohibits Council Members and officers and employees of the City of Cleveland from taking any direct or indirect interest in the profits or emoluments of any contract, work, or service for the City of Cleveland.
- 2.11 Ethics – the vendor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent.
- 2.12 Exceptions / Substitutions – vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the response. The absence of such a list shall indicate that the vendor has not taken exceptions and shall hold the vendor responsible to perform in strict accordance with the specifications of the invitation. The City of Cleveland reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the City.
- 2.13 Addenda – any interpretations, corrections, or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Cleveland. Addenda can be found on the City of Cleveland website (www.clevelandtexas.com). Addenda can also be obtained by requesting a copy by email (arios@clevelandtexas.com). It is the responsibility of the vendor to obtain a copy of all addenda pertaining to this RFQ.
- 2.14 Responses must comply with all federal, state, city, and local laws concerning types of services specified.
- 2.15 Minimum standards for responsible vendors – a prospective vendor must

affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City of Cleveland may request clarification or other information sufficient to determine vendor's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

- 2.16 Vendor shall provide with all RFQ responses and documentation required by this RFQ. Failure to provide information specifically requested may result in rejection of your response.
- 2.17 Indemnification – the Vendor agrees and shall indemnify and hold harmless the City, its officers, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and / or omissions of Vendor under this contract.
- 2.18 Wages – successful vendor shall pay or cause to be paid, without cost or expense to City of Cleveland, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.
- 2.19 Termination of contract – this contract shall remain in effect until the contract expires, until acceptance of performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. The City of Cleveland reserves the right to award canceled contracts to the next most highly qualified vendor, as the City deems to be in the best interest of the City.
- 2.20 Termination for default – the City of Cleveland 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. The City of Cleveland reserves the right to terminate the contract immediately in the event successful vendor fails to:
 1. meet schedules;
 2. defaults in the payment of any fees; or
 3. otherwise perform in accordance with these specifications

Breach of contract or default authorizes the city to exercise any or all rights. The City of Cleveland may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the

City for breach of this contract shall not prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful vendor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Cleveland shall give the successful vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful vendor, default will be declared and all the successful vendor's rights shall terminate. Vendor, in submitting this response, agrees that City of Cleveland shall not be liable to prosecution for damages in the event that the City of Cleveland declares the vendor in default.

- 2.21 Notice – any notice provided by this RFQ (or required by Law at the address so provided) to be given to the successful vendor by the City of Cleveland shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Cleveland, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful vendor at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.
- 2.22 Contract Administrator – under this contract, the City of Cleveland may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements; such as, but not limited to, acceptance, inspection, and service performance. The contract administrator will serve as liaison between the City of Cleveland and the successful vendor.
- 2.23 Purchase Order – a purchase order(s) shall be generated by the City of Cleveland to the successful vendor. The purchase order must appear on all itemized invoices. The City of Cleveland will not be held responsible for any services rendered without a valid, current purchase order number.
- 2.24 Each invoice shall be numbered and show (1) name and address of the successful vendor, (2) name and address of receiving department and / or delivery location, (3) City of Cleveland purchase order number, and (4) descriptive information as to the services delivered.
- 2.25 Payment will be made upon receipt and acceptance by the City of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e., payment is due in 30-days.
- 2.26 Items, if any, supplied under this contract shall be subject to the City of Cleveland's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful vendor at the next service date, at no expense to the City. If the item(s) are not picked up within one (1) week after notification, the item(s) may

be removed at the owner's expense at the discretion of the City.

- 2.27 Services supplied under this contract shall be subject to the City of Cleveland's approval. Services found not meeting specifications shall be corrected at no expense to the City.
- 2.28 Warranty – the successful vendor shall warrant that all items / services shall conform to the proposed specifications.
- 2.29 Remedies – the successful vendor and the City of Cleveland agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.30 Applicable Law and Venue – this agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cleveland, Texas. Venue for actions arising under this agreement in state courts shall lie exclusively in Liberty County, Texas.
- 2.31 Equal Employment Opportunity – the successful vendor shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations concerning equal employment opportunity.
- 2.32 Assignment – the successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Cleveland.
- 2.33 Silence of specification – the apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.
- 2.34 Proprietary information – the responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.
- 2.35 Most Qualified– the City will award the contract sought by this RFQ to the most highly qualified vendor who provides services on the basis of demonstrated competence and qualifications the City. In selecting the vendor to whom the contract will be awarded, the City also reserves the right to consider the location of the vendor's principle place of business as provided by Section 271.905 and / or Section 271.9051 of the Texas Local Government Code.

In determining the most highly qualified vendor who provides services on the basis of demonstrated competence and qualifications, the City of Cleveland may consider:

1. the reputation of the vendor and the vendor's services;
2. the quality of the vendor's services;
3. the extent to which the services meet the City's needs;
4. the vendor's past relationship with the City of Cleveland;
5. the impact on the ability of the City of Cleveland to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities; and
6. any relevant criteria specifically listed in the RFQ.

2.36 Nonresident Vendors –Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Vendors must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms may disqualify that vendor. Certification is included in the Execution of Offer to follow.

2.37 Any questions concerning the RFQ shall be directed to the Public Works Director in writing. All written inquiries should be submitted by email to rbrookes@clevelandtexas.com. Reference the section and page in question. **Deadline for questions is 5:00 p.m. Thursday, September 13, 2024.** City Council Members nor any other staff should be contacted in regards to this RFQ and project.

2.38 Subcontracting – the awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Cleveland.

2.39 Inclement weather – in case of inclement weather or any other unforeseen event causing the City to close for business on the date a response is due, the RFQ closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

2.40 Certificate of Interested Parties (Form 1295) – in 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed

contract and / or vote by the governing authority.

The filing process:

1. Prior to award by City Council, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number". Your firm must print, sign, and notarize Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Cleveland, the completed Form 1295 must be submitted to the City of Cleveland.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract, or make modification and / or amendments to a City of Cleveland contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-info.htm> or you may call the Texas Ethics Commission at (512) 463-5800. By submitting a response, your firm agrees to adhere to HB 1295 referenced above. Please note: no action required until notification of potential award by the City of Cleveland.

SECTION 3 SPECIAL PROVISIONS

3.00 **BID SECURITY:** a bid security is not required.

3.01 **INSURANCE:** all vendors proposing to provide services to the City of Cleveland are required to have and maintain Workman's Compensation Insurance. The successful vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' Compensation Insurance Coverage" set forth in Section 401.011(44) for all employees of the successful vendor providing services to the City for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful vendor must file a new certificate of coverage to the City of Cleveland listing all persons providing services under this contract. The successful vendor shall retain all required certificates of coverage for the duration of the contract and for one-year thereafter. The successful vendor shall notify the City in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful vendor shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful vendor shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide the City of Cleveland prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.

By signing a contract and providing a certificate of coverage, the successful vendor is representing to the City that all employees of the successful vendor who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful vendor which entitles the governmental entity to declare the contract void if the successful vendor does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful vendor shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability	Bodily injury by Accident - \$250,000 each accident Bodily injury by Disease - \$500,000 policy limit Bodily injury by Disease - \$250,000 each employee
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Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Broad Form Property Damage, Contractual Liability and Personal Injury)	\$500,000 each occurrence \$1,000,000 annual aggregate
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Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability

Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000 "CSL" each occurrence

Errors & Omissions (Professional Liability):

\$1,000,000 each occurrence
\$1,000,000 annual aggregate

The successful vendor shall include the City of Cleveland and its officers, agents, employees, and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful vendor shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Cleveland by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Awarded vendor must provide to the City of Cleveland a certificate of insurance meeting all insurance coverage requirements published in the RFQ document. The certificate shall show City of Cleveland as certificate holder and must be provided within 5-business days of notification of award. Failure to provide a certificate of insurance within 5 business days of notification of award may be grounds for disqualification.

***REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFQ)***

***FOR PROFESSIONAL ADMINISTRATION AND
ENGINEERING SERVICES***

***FOR THE WASTEWATER AND WATER SYTEM
IMPROVEMENTS RELATED TO CWSRF AND
TWF/RWAF FUNDS***

City of Cleveland, Liberty County Texas

August 20, 2024

Scope of Work

INTRODUCTION

The City of Cleveland is accepting Statement of Qualifications (SOQ) from firms who are interested and qualified to perform the necessary administration and engineering services required for the WASTEWATER AND WATER SYSTEM IMPROVEMENTS. One (1) electronic copy and five (5) hard copies of your firm's Statement of Qualifications (SOQ) must be submitted by September 19, 2024 at 3:00 p.m.. The SOQ must be submitted in a **sealed envelope** with the following information marked plainly on the front:

Professional Engineering Services for the Wastewater and Water System Improvements

City of Cleveland
Attn: City Secretary
907 E. Houston Street
Cleveland, TX 77327

STATEMENT OF QUALIFICATIONS ARE DUE BY 3:00 p.m. THURSDAY, SEPTEMBER 19, 2024.

No oral explanation regarding the meaning of this Request for Qualification (RFQ) will be made and no oral instructions will be given before the submittal deadline.

The deadline for receipt of written questions shall be 5:00 PM, August 13, 2024. A written response will be distributed to all registered firms.

All questions regarding this SOQ should be directed in writing to: Roger Brookes, Public Works Director [rbrookes@clevelandtexas.com] (832) 599-3221. No contact of other City Staff nor Council Members will be allowed for this project and may be grounds for disqualification.

All Statements of Qualifications submitted shall be evaluated by a City staff review committee in order to determine the qualifications of each firm. During this evaluation process, the City may request additional information or clarifications from firms or to allow corrections of errors or omissions. No interviews will be conducted.

The City of Cleveland may retain all SOQs submitted and use ideas in any submitted SOQ regardless of whether the firm who submitted such SOQ is selected.

Submission of a SOQ indicates acceptance by the firm of the conditions contained in this document, unless clearly and specifically noted in their submitted SOQ and confirmed in the contract between the City of Cleveland and the firm selected.

The City of Cleveland reserves the sole right to review the statement SOQ submitted, waive any irregularities therein, and select or reject any and/or all firms that submitted SOQs, should it be determined to be in the best interest of the City.

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded by a loan from the TWDB. For more information, please visit [CWSRF Program Guidance](#). Neither the State of Texas nor any of its departments, agencies, or employees are or will be party to this RFQ, or any resulting contract. RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act).

These contracts are subject to the Environmental Protection Agency's (EPA)

Disadvantaged Business Enterprise (DBE) Program, which includes EPA approved fair share goals for Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through the demonstration of the six affirmative steps. For more details of the DBE program please visit www.twdb.texas.gov/dbe.

PROJECT DESCRIPTION

The general scope of the project includes professional administration and engineering services for the development, management and implementation of the wastewater and water improvements for the City of Cleveland will include, but not be limited to the following:

- Prepare full applications for TWDB programs such as CWSRF and TWF/RWAF
- Development of an asset management plan
- Development of engineering plans and construction documents for Wastewater and Water Improvements including but not limited to:
 - Wastewater Main Rehabilitation and Replacement
 - Wastewater Lift Stations
 - Wastewater plant decommissioning
 - Water Main Rehabilitation and Replacement
 - Water Main Installation
 - Ground Storage Tank and/Pump Station Improvements
- Submit paperwork in association with the funding to the Texas Water Development Board.
- Construction administration and inspection, as needed
- Other services as required to implement the City of Cleveland's Wastewater System and Water System Improvements and water conservation needs.

SCOPE OF WORK

The administration and engineering services required for this project shall be completed in general accordance with a scope of services as needed to accomplish the major tasks and sub- tasks listed below. The final scope of services will be negotiated with the selected engineering firm.

Scope of services may include (but not limited to):

- a. Development of Asset Management Plan:
 - Develop and implement an Asset Management Plan for Wastewater and Water lines, appurtenances and facilities.
 - This should include a GIS map of assets of the City of Cleveland
 - Incorporate asset age to facilitate future wastewater and water capital improvement planning
- b. Development of Construction Plans for Wastewater and Water Improvements:
 - Develop and plan improvements needed to the Wastewater and Water Systems for the City of Cleveland
 - Develop Construction Plans and Specifications for Improvements
 - Provide Bid and Construction services for implementation of the Project.

- c. Public Education and Outreach Assistance:
 - Develop messaging, content, graphic design, and overall strategy for the City of Cleveland driven public education and outreach assistance program.
- d. Funding Assistance:
 - Identify funding sources (Federal and/or State) to assist with implementing the various requirements and/or programs and assist by applying for such funds through loan and/or grant applications, etc. as directed.
- e. Other Services:
 - Coordinate with TCEQ for interpreting requirements, review of data, etc., and assist in addressing comments from submitted data, etc.
 - Assist the City with developing RFPs, contract documents, etc., to select additional consultants and/or contractors to assist with the implementation of the various programs.
 - Other program consulting services as needed to implement and manage the Project.

CONSULTANT SELECTION

Proposals will be reviewed by an evaluation team for the purpose of identifying and recommending the firm that offers, in total, the highest qualifications and experience with this type of administration, design and construction project.

In evaluating the proposals, the City will consider the following factors:

- Completeness of the proposals and compliance with the required format.
- Project understanding, scope and approach to develop the project efficiently.
- Experience with projects of this type.
- Quality of past projects.
- Knowledge of Public Agency Procedures and Requirements.
- Project references.

The City may conduct interviews, if the selection committee determines the need. However, the City of Cleveland plans to select the qualified consultant(s) based on the proposals submitted.

SUBMISSION REQUIREMENTS

The RFQ's shall include the following information:

- **Submittal Format:** The engineering firm must submit the proposal in digital format one (1) copy as well as five (5) bound copies of the proposal for review by the selection committee. The proposal must be in an 8.5" x 11" format and shall not exceed twenty (20) pages in length, including resumes (tabs and dividers are excluded providing they do not contact additional submittal information).
- **Firm / Team Information:** Provide a description of your administration and engineering firm(s). Include any information that would be important to the selection process. Provide a summary of your firm's general qualifications and service capabilities. Include a copy of your professional liability insurance coverage(s).
- **Project Team Qualifications:** Provide an organization chart showing the names and responsibilities of key personnel. Provide resumes of the key project staff members. If any subconsultants are to be utilized, include the firm name, key project staff, resumes and project related experience.
- **Project Understanding:** Describe your project understanding and project experience that helps the City accomplish project goals.
- **Project Approach:** Describe your firm's process, planning methodology and approach for the project. Indicate how your process and approach will accomplish the project scope. Please state relationships with other firms concerning this project.
- **Completed Projects:** Provide a list of similar projects completed within the previous five (5) years. Give a brief description of each project including the final cost and a brief scope of the work performed. Include the name, complete address, phone, fax number, e-mail address, and contact person for the client;

name and address of the project; scope of services provided; start date; and completion date.

- Similar Current Projects: Provide a list of any similar projects that your firm is currently working on or are under construction. Give a brief description of each project including the final cost and a brief scope of the work performed. Include the name, complete address, phone, fax number, e-mail address, and contact person for the client; name and address of the project; scope of services provided; start date; and completion date.
- References: Provide five (5) public agency references for past similar projects. Include contact name with physical address, email address and phone number.

PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFQ

The City of Cleveland shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City of Cleveland from all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this SOQ.

The City of Cleveland reserves the right to amend, withdraw and cancel this SOQ. The City reserves the right to reject all responses to this request at any time prior to contract execution. The City reserves the right to request or obtain additional information about all proposals.



**Professional Administration and Engineering Services for the
Wastewater and Water System Improvements related to Clean Water
State Revolving Funds (CWSRF) and Texas Water Fund(TWF)/Rural
Water Assistance Fund (RWAf)**

The undersigned agrees this response becomes the property of City of Cleveland after the official opening.

The undersigned affirms he/her has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself / herself of the matters which may be incidental to the services, before submitting a response.

The undersigned agrees, if this response is accepted, to furnish any and all services offered, upon the terms and conditions contained in the Specifications. The period for acceptance of this response will be one-hundred-twenty (120) calendar days unless a different period is noted by the vendor.

The undersigned affirms that they are duly authorized to execute this response, that this response has not been prepared in collusion with any other Vendor, nor any employee of City of Cleveland, and that the contents of this response have not been communicated to any other vendor or to any employee of City of Cleveland prior to the official opening of this SOQ.

Vendor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United State, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tx. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFQ package. **Failure to sign and return this form will result in the rejection of the entire response.**

Signature: _____

Company Name:			
Address:			
City, State, Zip:			
Phone	Office:	Fax:	
	Cell:	Email:	
Printed Name:			
Job Title:			

