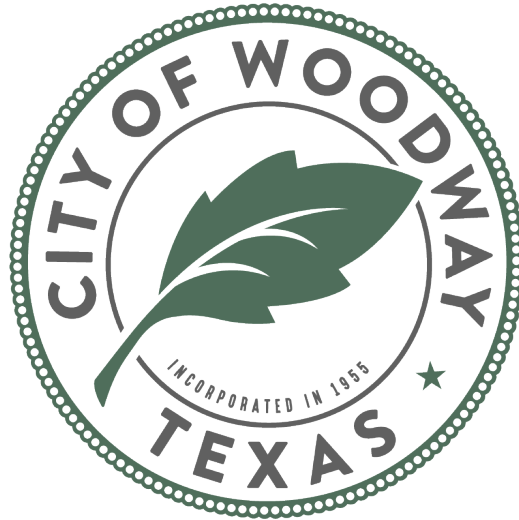


CITY OF WOODWAY, TEXAS



REQUEST FOR QUALIFICATIONS FOR WATER/WASTEWATER RATE STUDY CONSULTANT

**RFQ SUBMITTALS DUE:
May 8, 2025**

RFQ
Invitation for Qualification for
Water/Wastewater Rate Study
Consultant Services
City of Woodway, Texas

INTENT

The City of Woodway is soliciting responses from qualified individuals, firms, or corporations to provide a comprehensive water/wastewater rate study. The purpose of the study is to provide the City with sufficient information to support recommendations to the City Council for adjustment and restructuring in rates to administer water and wastewater operations in the City.

The following outlines the RFQ:

SCOPE OF SERVICES

It is the intent of the City of Woodway that a single consultant be selected to accomplish all of the services outlined in this Request for Qualifications. The selected firm will provide expert assistance to the City in determining the cost of providing water and wastewater services to the retail customers of Woodway. The Study shall be conducted in accordance with industry standards for rate calculations and defensible with State of Texas regulatory authorities. The response should include, at the minimum, the following:

- a) Assess the current rate structure's performance as a baseline for comparing recommended changes.
- b) Conduct a detailed review of the existing rates and their ability to pay for water and wastewater services.
- c) Conduct a detailed review of the current rates structure and evaluate as to the adequacy and equity of the current structure.
- d) Develop a general familiarity with the City's billing system.
- e) Develop and assess the effects of a transition plan whereby changes in customer-based rates are phased in over a period of time to allow the City the ability to minimize the financial impact on the customer.
- f) Prepare draft modifications to the City's Code of Ordinances to address proposed modifications to the current utility rates and fees.
- g) Recommend ways of communicating utility system costs, water conservation methods and practices, and possible rate adjustments including recommendations for restructuring the billing format.

Prepare a draft, and then, based on comments, a final written report documenting the findings of the study. The final report shall contain 10 hard copies: one digital copy on a flash drive, in Word and PDF, documenting the study findings. Consultant shall be available to assist, in person, in presenting the preliminary and final finding to the City Council. Consultant shall also be

available to assist the City in any meetings and/or negotiations with other entities and with Woodway's efforts to develop a new rate agreement.

Successful respondent shall compare the City's existing water and wastewater rates to the new rates developed by the study and to the rates of surrounding and comparable cities. This aspect of the study shall include comment and opinion as to whether the developed rates will impact the ability to attract retail and other commercial businesses

Deadline for Submission: Qualifications may be submitted by courier, mail, or hand delivered to Donna Barkley, City Secretary, City of Woodway, 922 Estates Drive, Woodway, TX 76712. Mark the envelope in the lower left corner "RFQ Water/Wastewater Rate Study Consultant Services," so the proposals will not be opened until the appointed hour. Qualifications submitted must be received before closing on **May 8, 2025, at 3:00 p.m.** Faxed submissions will not be accepted.

RATE SCHEDULE DEVELOPMENT

The successful respondent shall develop a schedule recommendation of water and wastewater rates. Rates shall be developed to meet the following objectives:

- a) The respective costs of delivering services to different classes of customers.
- b) Recommendations for fixed vs. variable elements of the rate.
- c) Allow for updating of operating, debt service, and capital costs.
- d) Rates shall be compatible with the existing water and wastewater billing computer system.
- e) New rates must be easily explained to customers and laypersons

FORM OF RESPONSE

All Respondents shall submit one (1) original and three (3) copies of their documents in a sealed envelope or package; and one digital copy on a flash drive. The response shall be on letter-sized paper.

The response must be divided into five (5) sections. The five (5) sections shall be named:

- a) Required Submittals
- b) Qualifications and Experience
- c) Approach to the Work
- d) Knowledge of City's water-sewer rate system.
- e) Other documents the Responder wishes to provide that are believed to be pertinent

FINDINGS AND FINAL REPORT PREPARATION

The successful respondent shall present the analysis finding to senior management and staff, address questions and concerns, and incorporate management comments into the final recommendations. Once final recommendations have been approved by staff, successful

City of Woodway

RFQ for Water/Wastewater Rate Study

respondents are being asked to make a presentation to the City Council on the study and its recommendations.

REQUIRED SUBMITTALS

- a) Letter of Transmittal The cover letter shall be addressed to Donna Barkley, City Secretary, 922 Estates Dr, Woodway, TX 76712. The cover letter shall include, at a minimum, the following:
1. Name of responding individual, partnership, company, or corporation
 2. Statement that all terms and conditions of the RFQ are understood and acknowledged by the undersigned.
 3. Location of office(s) that will provide services to the City and the service area covered by the office.
 4. Signature(s) of representative(s) legally authorized to bind the Responder.
- b) Responder Documents:
1. Resumes of key personnel who will be working with the City
 2. Qualifications and Experience
 3. Three Business references
 4. The responder must have been in business at least three years.
 5. Provide details of the Responders qualifications, experience, and the specific individual(s) who will be providing the services along with their resume and contact information.
- c) Approach to Work
The responder shall provide an approach to the requested services based on the projected scope of services.

GENERAL CLAUSES AND CONDITIONS

If you have questions regarding the preparation of your qualification or for technical questions, you may contact Brenda Hernandez, Finance Director, at 254.722.4480.

- a) Protection of Resident Workers: The City of Woodway actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- b) Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
- c) Mailed proposals must be received as 1 (one) original and 3 (three) copies prior to the closing date and time to be considered. Mailed proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. The City of Woodway will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.
- d) Submissions will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for qualifications shall be released at the opening. Other information submitted by the proposer shall not be released by the City during the evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.
- e) A completed W-9 form will be required within five business days of execution of the professional services agreement with the successful proposer.
- f) The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with the proposal. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.
- g) The City of Woodway reserves the right to reject any and all proposals, waive formalities, and enter into or cease contract negotiations with any proposer.
- h) The City of Woodway is not liable for any cost incurred by Proposers in replying to this RFQ. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFQ.
- i) Proposers shall complete all information requested and provide any additional information necessary for the City to review the qualifications of the proposer.
- j) The City of Woodway is exempt from all sales and excise taxes.
- k) The City of Woodway reserves the right to evaluate variations from these specifications. If exceptions are made or scope of work is amended, such changes shall be contemplated during contract negotiations.

- l) It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFQ, and all reports, charges and proposal or referencing information submitted in response to this RFQ shall become the property of the City and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
- m) All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the proposal. Proprietary information submitted in a proposal, or in response to the RFQ, will be handled in accordance with the Texas Public Information Act and other applicable state statutes.
- n) It is the Proposer's responsibility to check for any addendums that might have been issued before the request for proposal's closing date and time.
- o) The proposal evaluation process will occur after the closing date. An evaluation team will review the proposals. Criteria described in this RFQ will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. Proposer's submission of a proposal constitutes their acceptance of the evaluation technique.
- p) Proposers must comply with the minimum insurance requirements of the City of Woodway as appropriate to final contract terms. The minimum insurance requirements are noted in Attachment A.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

A proposer's technical qualifications and experience will be evaluated. Interviews may be conducted with only the most qualified proposers with the best responsive and responsible submissions.

The selection will be based on the following criteria:

1. The firm's approach and understanding of the Scope of Services required in the RFQ as evidenced by its proposal, including whether all requested information was furnished in the format required by the RFQ.
2. Experience and background of the specific personnel that will be assigned to the City's project as outlined in the proposal, including consideration of the specific involvement of those persons in projects as noted in the proposal.
3. Past record of performance and experience on similar projects, including strength of references listed in the proposal. Capacity and capability of the firm to perform the work. Experience with city government and federal regulations.

SPECIAL PROVISIONS

1. DISCLOSURE OF CONFLICT OF INTEREST AND COMPLIANCE WITH ALL OTHER APPLICABLE LAWS

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. In particular, Proposer is put on notice that City will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as the "Act") requiring any person who contracts or seeks to contract with the City to disclose potential conflicts of interest as defined in the Act by completing the Conflict-of-Interest Questionnaire included in this RFQ and returning it to the City in accordance with the provisions of the Act. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer, and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

The attached Conflict of Interest Questionnaire shall be submitted with the proposal submittal.

2. The successful proposer's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.
4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
5. The City reserves the right to require additional technical information and negotiate all elements which comprise the proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. All questions must be submitted via fax or email by 12:00 p.m. on Thursday, May 1, 2025, to Brenda Hernandez, Finance Director, at bhernandez@woodwaytexas.gov prior to qualifications closing date.

7. The following RFQ Schedule of Events represents the best estimate of the schedule the City will follow. The City plans to meet the dates described below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will be delayed by a similar number of days. Any significant change to the schedule will be published via RFQ Addendum.

Event	Estimated Date
Request for Qualifications Published	April 22, 2025 & April 29, 2025
Deadline for Written Questions	May 1, 2025
RFQ Due Date	May 8, 2025
Evaluation of Responses	May 12-30, 2025
City Council Approval	June 9, 2025

8. Proposers shall fill out the following required documents, as noted in the RFQ. If the following forms are not included, the proposal may be considered non-responsive.

Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Registration of Interest
- 1295 Form
- Certification Regarding Lobbying

DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION

Chapter 176 is an ethics law that requires certain local government officials to disclose employment and business relationships with vendors who conduct business with local government entities. The law defines a “vendor” as any person who enters or seeks to enter a contract with the city. The term also includes an agent of a vendor.

Local government officers subject to this law are a city council member, director, superintendent, administrator, president, city manager, or any other person who is designated as the executive officer of the local government entity. A municipal officer’s family member would include the officer’s spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, or stepchild.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict-of-interest questionnaire if the vendor has a business relationship with the city and has:

1. An employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
2. Has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

1. The date the vendor begins discussions or negotiations to enter into a contract with the city or submits an application or response to a bid proposal; or
2. The date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

Insert Certificate of Insurance

**Insert System for Award Management (SAM) record
search for company name and company principal**

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

 Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one percent or more?

Yes No

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

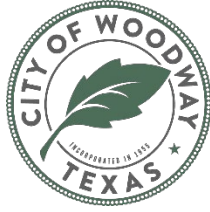
4

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

Register Interest Page



**City of Woodway, Texas
Request for Qualifications
For Water/Wastewater Rate Study Services**

REGISTER INTEREST

You have received a copy of the above-described Request document. If you would like to register your interest in this project so that you will receive any further notices or addenda concerning the project, please fill in the information requested below, scan, and then email this document to: dbarkley@woodwaytexas.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____ Fax: _____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Woodway. Notices and addenda are posted on the City's website and can be accessed at: woodwaytexas.gov/budget-finance

City of Woodway
922 Estates Drive
Woodway, Texas 76712
Telephone 254.772.4480
Fax 254.772.0695

CERTIFICATE OF INTERESTED PARTIES		FORM 1295
		1 of 1
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 5, 6, and 8 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Jacobs-Cathey Company Waco, TX United States	Certificate Number: 2019-540607 Date Filed: 09/16/2019 Date Acknowledged: 11/01/2019	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Woodway		
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the services, goods, or other property to be provided under the contract. 110572031-Woodway Sales, installation, maintenance and repair of heating, ventilation, air conditioning and refrigeration (HVACR) equipment parts, accessories and custom sheet metal fabrication on a residential premise.		
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) Controlling Intermediary
5 Check only if there is NO interested party. <input checked="" type="checkbox"/>		
6 UNSWORN DECLARATION My name is _____ and my date of birth is _____ My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I execute under penalty of perjury and the foregoing is true and correct. Executed on _____ County, State of _____ on the _____ day of _____, 20____ (month) (year) _____ Signature of authorized agent of participating business entity (Declaration)		

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure of Lobbying Activities*, in accordance with its instructions.
3. The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S.C. § 1352, (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of Title 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required within 30 days of each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks sub awardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (Planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Authorized for Local Reproduction
Standard Form - LLL

Reporting Entity: _____ Page ____ of ____

State Required Affidavits/Certifications

(i) Awarded Firm(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Proposers** (for contracts under this RFQ) must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

At the time of award, the City will submit a request to the Awarded Proposer (for a contract under this RFQ) to submit, verify and/or certify:

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Proposer and notarized to the City.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(ii) Texas Government Code §2271.002

(iii) Texas Government Code §2252

(iv) Texas Government Code §2274.002

Minority-Women Business Enterprise Participation and Historically Underutilized Businesses

It is the desire of the City to increase the participation of Minority (MBE) and women-owned (WBE) and Historically Underutilized Businesses (HUB) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

1. REQUIRED CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

IF APPLICABLE TO THE WORK AND SERVICES BEING PERFORMED BY PROPOSER UNDER THE AGREEMENT BETWEEN PROPOSER AND CITY, THE FOLLOWING PROVISIONS ARE ADOPTED AND FORM PART OF ANY SUCH AGREEMENT (CONTRACTOR IN THE FOLLOWING CLAUSES IS DENOMINATED AS THE PROPOSER OF THE SERVICES):

- a. Damages, 2 CFR §200.326 Appendix II to Part 200 (A)

- i. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
 - ii. In the event of Contractor's breach of its performance obligations, City shall have all rights and remedies against Contractor as provided by law.
- b. Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

Termination for Convenience: Whenever the interests of the City so require, City may terminate the parties' Agreement, in whole or in part, for the convenience of the City. City shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by City, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The City may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by City.

- c. Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- i. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be

provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- iv. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - v. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- d. Davis Bacon and Copeland "Anti-Kickback" Act, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- i. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

- ii. Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties’ AGREEMENT:

- i. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
 - ii. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
 - iii. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- e. Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- ii. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the City of Woodway or a territory, to such City or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - iii. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
 - iv. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
- f. Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326
Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of

37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

- g. Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

- h. Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

- i. Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)

- i. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- ii. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- iv. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

j. Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

k. Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

l. Agreements With Small and Minority Businesses, Womens' Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and

assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

m. Access To Records

- i. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

n. Seal, Logo and Flags

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

o. No Obligation By Federal Government

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

p. Program Fraud and False or Fraudulent Statements or Related Acts

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

q. Domestic Preference for Procurements

As appropriate to the extent consistent with law, a preference shall be provided for the purchase, acquisition or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products. The requirements of this section must be included as well in all subcontracts including all contracts and purchase orders for work or products made with federal funds.

Vendor Reference

Please list at least five governmental agencies (preferably local government units) where the same or similar products and/or services as contained in this request for qualifications were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR QUALIFICATIONS

REFERENCE ONE	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE TWO	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE THREE	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE FOUR	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

REFERENCE FIVE	
Government/Entity Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	
Contract Period:	Scope of Work:

**Respondent Must Complete and Return This Page With Offer
Signature Page**

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time qualifications submission and time of award, the undersigned will notify the City. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared these qualifications in collusion with any other respondent, and that the contents of these qualifications as to prices, terms or conditions of said qualifications have not been communicated by the undersigned nor by any employee or agent to any other respondent or to any other person(s) engaged in this type of business prior to the official opening of these qualifications. And further, that neither the respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Firm (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

Respondent Shall Return Completed Form with Offer.

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the City adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that these qualifications are made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service: no officer, employee or agent of the City or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2022

Notary Public

State of _____

My Commission Expires: _____

Respondent Shall Return Completed Form with Offer.

EXHIBIT _____

I. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

II. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

III. VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

**IV. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2252**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company's general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

QUALIFICATION EVALUATION

A committee comprised of City staff will evaluate each statement of qualifications that conform to the instructions in the RFQ. The committee's recommendation of preferred firm or firms will be submitted to the City Council for approval to proceed in the evaluation and contract process.

Selected firms may be invited to participate in interviews or oral presentations as deemed necessary by the committee where the firm may elaborate on their submission. Travel costs of such an interview, if any, shall be borne by the proposer.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer's name and return address and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Proposals received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to be fully informed as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposer's own risk.

Questions

Proposers are asked to examine this RFQ upon request. All questions or clarifications shall only be directed in writing via fax (254) 772-0695 or e-mail bhernandez@woodwaytexas.gov to Brenda Hernandez, Finance Director, before the designated deadline for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFQ may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.