

ADDENDA #1

April 10, 2023

**Please see changes marked in red on page 11 to remove an
administrative clerical error**
**Please see changes on page 9 & 10 to add additional proposal
pricing request**

REQUEST FOR PROPOSALS

DISASTER RECOVERY CONSULTING SERVICES FOR

City of Port Aransas

Request for Proposals – Consulting Services

Request for Proposals Due 4 PM 11, APRIL 2023

Issued By:

City of Port Aransas (COPA)

City of Port Aransas
DISASTER RECOVERY CONSULTING SERVICES

REQUEST FOR PROPOSALS – Consulting Services

Released: 11 *APRIL* 2023

Submittal shall be sent to:
City of Port Aransas
c/o David Parsons, City Manager
710 W Avenue A
Port Aransas, TX 78373

Sealed Proposal should be clearly marked:
**RFP for DISASTER RECOVERY CONSULTING
SERVICES**

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () Partnership () Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- () There is no officer or employee of the City of Port Aransas who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- () The names of any and all public officers or employees of COPA have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity is or is not currently debarred, suspended or proposed for debarment by any federal or State agency. The undersigned agrees to notify COPA of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

City of Port Aransas
DISASTER RECOVERY CONSULTING SERVICES

REQUEST FOR PROPOSALS – Consulting Services

SIGNATURE PAGE

In compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Company Submitting Proposal

Address

City State Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFP)

Title

Signature

Date

ACKNOWLEDGEMENT OF ADDENDUM

Acknowledge Receipt of Addenda #1 dated 4-10-23

Printed Name of Authorized Person

Signature

STATEMENT OF NEED

The intent of this Request for Proposals (RFP) is to solicit for Disaster Recovery Consulting Services for COPA's federally funded disaster recovery projects, both past and future events.

COPA encourages minority, woman, veteran owned and small businesses to submit on this RFP. The scope includes, but not limited to the following: All grant projects with FEMA, CDBG, HMGP, or other federal dollars.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If COPA determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this RFP. All listed times are applicable local times for Port Aransas, TX.

DATE / TIME	ACTION
23 March 2023 & 30 March 2023	Advertising of Request for Proposals
Same Day	Request for Proposals documents released to potential Respondents
6 April 2023	Last day and time for Respondents to submit written communications and/or inquiries
6 April 2023	Addenda, if any, responding to written communications/inquiries
4 PM 11 April 2023	Deadline for submittals
None	Presentations, if invited to participate
20 April 2023	Recommendation of selected Respondent to COPA for approval

SECTION I: SCOPE OF SERVICES

The Program Management Professional shall provide comprehensive services including, but not limited to, grant management, program management and all specialty consultants as required.

These services shall be provided in various stages. The Professional shall not proceed without COPA's written approval.

General

Objective: To maximize eligibility and reimbursement of ALL aspects of the recovery program

1. Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the city
2. Collaborate with Port Aransas on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.); Information gathering (photo-document damages, gather records, drawings, insurance policies, historical photos/videos, etc.); project development (define both small and large projects' scope, size, and damages, including cost estimating that will be the basis of each Project Worksheet); project submittals (draft and submit small and large project PWs to TDEM/FEMA)
3. Proactively identify opportunities to maximize Public Assistance and Post-Disaster Mitigation funding within the current regulatory framework
4. Advise City of all available federal and state assistance including, but not limited to, FEMA, CDBG-DR. CDBG
5. Provide oversight and advice to Port Aransas relative to Hazard Mitigation
6. Coordinate and manage deliverables with TDEM and FEMA
7. Assist Port Aransas with TDEM/FEMA and/or other federal grants quarterly reporting
8. Generate time extension requests to FEMA and/or other federal grants and TDEM when necessary, so that eligibility is not forfeited
9. Provide guidelines for Port Aransas staff to submit existing documents to best suit the documentation requirements of FEMA and other federal and state agencies
10. Assist to resolve insurance and possible duplication of funding issues
11. Assist in getting the necessary legal documents for proper filing
12. Advise Port Aransas staff on document retention strategies
13. Coordinate with City of Port Aransas staff to obtain all cost and necessary backup documentation to develop, revise, and submit Project Worksheets
14. Track status of FEMA and other agency reimbursement and serve as a co-liaison between FEMA/ other agencies and City of Port Aransas
15. Advise City of Port Aransas on the management of the closeout process
16. Assist City of Port Aransas in responding to Requests for Information from FEMA/other agencies
17. Advise City of Port Aransas staff on handling disputed issues with FEMA/other agencies and State staff
18. Provide detailed and periodic management reports on the status of Project Worksheets including developments, revisions, submissions/approvals, open issues, financial overview, etc.
19. Assist with submittals of appeals to FEMA should the City disagree with the FEMA formulated PWs
20. Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.
21. Provide Port Aransas staff accurate and current analysis on FEMA/other agencies regulations and best strategies for seeking reimbursements and possible grants

22. Advise & counsel/coordinate City of Port Aransas staff efforts to perfect its overall public assistance/disaster recovery response
23. Provide required accounting/financial management assistance
24. Provide procurement assistance to Port Aransas to ensure procurement processes adhere to FEMA federal grants recovery criteria
25. Coordinate and interface with engineering and design efforts for the repair and/or reconstruction of damaged infrastructure that will comply with FEMA eligibility and cost reasonableness, including oversight of the repair and/or reconstruction efforts to ensure FEMA's Public Assistance grant is clearly defined and implemented
26. Assist Port Aransas with insurance optimization by working with insurance carriers to optimize coverage relating to the disaster, while also making recommendation with regard to limits, scope, and deductibles for future policy negotiations

Continuity of Staffing

Offerors shall provide an emergency contingency plan; outlining measures and procedures for assuring continuity of staffing, communications, labor and equipment availability, etc. during and after emergency events. Awarded offeror(s) will be required to provide contact name and phone number in the event of an emergency. This person should be available 24 hours a day, 7 days a week.

FEMA Public Assistance Advisory Services

Possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Develop a process/system for the City, from inception through the project closeout, to prepare and submit its PA program; this is to include documentation, procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Attend all meetings with FEMA, state and insurance representatives, as well as participate regularly with the City's designated FEMA workgroup.

Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.

Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

Financial, Payroll, and Grant Management

Ensure City disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured. Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Procurement and Contract Management/Monitoring Support

Ensure City disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies.

Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Information Technology & Data Management

Possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the City to properly collect data and document information as necessary to optimize compliance with FEMA, state, or other agencies.

Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Insurance and Other Funding Support

Review and understand the City's insurance coverage in order to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, state, or other agencies.

Develop process to assist the City in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the City with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

Hazard Mitigation Support

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the City is preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, state or other agencies.

Emergency Management Support Services

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

CFR 200 Compliance Language Procurements

While assisting the City with project procurements or in the event the vendor must procure additional resources post- contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

SECTION II:
SUBMITTAL
FORMAT and PREPARATION GUIDELINES

Send Sealed Submittal To

City of Port Aransas
c/o Francisca Nixon
City Secretary
710 W. Avenue A
Port Aransas, TX 78373

Clearly Marked on Outside Envelope
Request for Proposals – City of Port Aransas
DISASTER RECOVERY CONSULTING SERVICES

2nd Envelope Clearly Marked on Outside Envelope
Pricing for Proposals – City of Port Aransas
DISASTER RECOVERY CONSULTING SERVICES

Due Date: 4 PM 11th April 2023

Instructions to Professionals

Respondents are to submit one (1) original complete submittals with signatures in blue ink, and four (4) copies and one (1) electronic form of the complete submittal package that can be reproduced.

At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

If the submittal is mailed, sufficient time must be allowed to ensure COPA's proper receipt of the package by the time specified above. Allow an additional 24 hours for COPA's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at **City of Port Aransas, c/o Francisca Nixon, City Secretary, 710 W. Avenue A., Port Aransas, TX 78373**. Submittals received after the due date and time will be returned to Respondent unopened.

Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by COPA.

This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.

Submittal Content

The following information should, but not limited to, be included in the submittal packet:

1. Signed Proposal Cover Sheet.
2. Acknowledgement of number and date of addenda received
3. Company profile including but not limited to:
 - State of Texas License
 - General Reputation and Performance Capabilities: Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for COPA.
 - Years in business under current name, and project team members.
4. Description of the staff members of your firm and detailed resumes (can be an attachment)
5. Proposed technique(s) that will be utilized for life cycle costing.
6. Description of the quality of products to be considered to improve facilities, improve comfort and efficiency in reducing energy consumption and operating costs.
7. RFP Signature Page.
8. Five (5) professional references for similar projects completed within the last five years:
 - Services and equipment provided, project cost, and benefits to the owner.
 - Client Name
 - Contact Name, Title
9. Contact Person: Phone/Fax Number/Email Address
10. **A SEPARATE sealed envelope is to be included showing price per hour per person. This will be opened after evaluation is done on the proposals for all other content.**

If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City.

Submittal Format

Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of COPA needs.

Submittals should be printed on letter size paper (8 ½" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not use metal-ring hard cover binders.

Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. Arrange the submittal in the order listed in the SUBMITTAL CONTENT section of this RFP. Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

Separate each part of the submittal packet by use of a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.

Submittals are to be double sided with each side counted as a page. Table of Contents, 1 page Cover Letter, Submittal Cover Sheet and Divider tabs do not count toward total page count.

Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.

At the discretion of the respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.

Detailed staff resumes including list of industry certifications may be included as a second attachment

to the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.

Interpretation or Correction

COPA is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFP and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum, which shall be distributed to vendors by fax and posted at www.cityofportaransas.org. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by COPA and the Respondent.

From the date of issuance until COPA takes final agency action, the Respondent **must not** discuss their submittal or any part thereof with any employee, agent, or representative of COPA except as expressly requested by COPA in writing. Violation of this restriction will result in rejection of the Respondent's response.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any COPA employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to **David Parsons** davidparsons@cityofportaransas.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

~~All written inquiries or requests for changes or information must be received by Michael Dorris Jr, Del Sol Consulting, Inc. no later than the scheduled date shown in the Calendar of Events outlined in this document.~~ All Respondent inquiries or requests, the City responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by COPA shall become a part of the RFP, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

Inquiries concerning Request for Proposals – Program Management Professional Services should be addressed as follows:

City of Port Aransas
c/o David Parsons
RE: RFP COPA Disaster Recovery Consulting Services
710 W. Avenue A
Port Aransas, TX 78373

Provisions for Recommendation

It is understood that COPA reserves the right to the following:

1. Reject any and/or all Proposal submittals.
2. Accept any submittal or portion thereof most advantageous to COPA.

3. Revise the RFP and/or issue addenda to the RFP, in the event it becomes necessary to revise any or part of the RFP. Addenda will be provided to all those who received the RFP.
4. Cancel or re-issue the Request for Proposals, in whole or in part, prior to execution of a contract.
5. Negotiate with the Respondent.
6. Award contract based on the overall best business decision for the City including firm location or services offered.
7. Waive any informalities or regularities.
8. Award to single or multiple firms.
9. Request additional information or require a meeting with the Respondent for clarification.
10. Request presentations from Respondents following submission of the Proposals submittal.
11. Modify timelines, as issued in the form of an addendum.

SECTION III: **EVALUATION CRITERIA** **AND SELECTION PROCESS**

All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The committee may consist of COPA clients. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

In determining the professional services firms whose Proposals are in the best interests of COPA and a Quality Based Selection. The following criteria, among possible others, will be considered:

1. General Professional Impression	10 pts
2. Quality and successful completion of projects of similar size and cost.	20 pts
3. Firm's proximity to geographic location of the project.	10 pts
4. Firm's ability and capacity to perform the work.	20 pts
5. Time schedule and past experience at timely delivery of design documents.	10 pts
6. Firm's ability to demonstrate understanding of the project requirements (based on available information)	10 pts
7. Financial controls (ability to accurately estimate and complete the project within available budget)	20 pts
Total Points	100 pts

By submitting a response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by COPA.

SECTION IV:
GENERAL
TERMS AND CONDITIONS

Firms are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

COPA reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. COPA is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.

Acceptable Sealed Submittals

Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected. COPA reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.

It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at COPA by the due date and time.

Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Texas and Nueces County.

Appropriated Funds

The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, COPA can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, COPA shall not be responsible for any payment of any services received that occur after the end of the current contract period.

Sales and Use Tax

COPA as a not-for-profit entity and most cases exempt from state and local sales taxes.

Invoices

Payment terms on services that have been received and accepted by COPA will be net forty-five (45) days.

Observance of COPA Rules and Regulations

Firm agrees that at all times its employees will observe and comply with all policies and procedures of COPA, including but not limited to smoking, parking and security directives. The firm will be required to follow COPA policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City.

Non-Exclusive Contract

This is not an exclusive contract and will not restrict in any way COPA's rights to contract with other firms for services and/or commodities similar to those specified within this RFP.

Limitations of Remedies and Indemnification

Any firm awarded the RFP accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the COPA and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of

the firm's employees or agents. COPA will not be liable for any damage or injury to the firm's employees or its properties. COPA does not agree to indemnify the vendor.

The professional services firm will obtain all insurance required under this agreement before commencing work. The firm awarded this RFP shall furnish the City with a certificate of insurance as proof of coverage. The certificate shall include COPA as an additional insured. No cancellation of this insurance may be affected without thirty (30) days prior written notice to COPA. Companies writing insurance under this article must be licensed to do business in the State of Texas. All costs for insurance will be borne by the firm. The professional services firm shall affect and maintain comprehensive general liability, automobile liability, workers' compensation, and occupational disease insurances at statutory limits, and professional liability insurance. With the exception of professional liability, all policies shall be written on an "occurrence" not "claims made" basis. The policies shall have a minimum combined single limit of \$1 million with a \$2 million aggregate.

The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of COPA. Any contract resulting from this RFP may only be amended in writing and signed by the firm and COPA using the same degree of formality evidenced in the contract resulting from this RFP.

The professional service firm shall not name City of Port Aransas (COPA) in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of COPA except on the specific, written authorization in advance by COPA's City Council.

The agreement between the firm and COPA may be cancelled by mutual written agreement of both parties upon ninety (90) days' notice. COPA may cancel the agreement effective thirty (30) days after a written notice from COPA is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.

The professional services firm is subject to and must comply with provisions of COPA's policies and applicable state and federal anti-discrimination laws.

Insurance

Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of fifteen (15) day prior written notice to the City of cancellation, non-renewal or material change in coverage.

The insurance certificates should be delivered to:

City of Port Aransas
c/o David Parsons
RE: RFP Program Management Professional Services
710 W. Avenue A
Port Aransas, TX 78373

Each insurance policy maintained by **Contractor** must be endorsed as follows:

1. "City of Port Aransas is Named an Additional Insured." (Except the Workers' Compensation)
2. "Underwriters waive all rights of subrogation against City of Port Aransas."
3. "The coverage afforded herein shall be primary in relation to any policies carried City of Port Aransas."

4. Provide thirty (30) days written notice of cancellation or reduction of any coverage to City of Port Aransas.

Contractor shall maintain the following:

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than

\$1,000,000.00;

(2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than

\$100,000.00.

(3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

(4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ATTACHMENT A

FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract 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.

(5) The 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.

(6) The 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 vendor. The 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor 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 interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

- (1) *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.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) 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 District of Columbia or a territory, to such District 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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)(2) of this section.

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to COPA and understands and agrees that COPA will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to COPA and understands and agrees that COPA will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

- (1) This contract 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's 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by COPA. 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 COPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti- Kickback” Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

PROCUREMENT OF RECOVERED MATERIALS

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—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website,

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

- (1) The Contractor agrees to provide TDEM, COPA, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The 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.

TERMINATION

- a. Termination for Cause. COPA may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract provided that COPA shall give the Contractor written notice specifying the Contractor's failure.
- b. Termination for Convenience. COPA may terminate this Contract at any time by giving written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

BREACH

Any breach of the Contract by Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that COPA incurs damages as a result of Contractor's breach, COPA may pursue recovery of such damages from Contractor. COPA further retains the right to seek specific performance of the Contract at any time as authorized by law. COPA further retains the right to otherwise pursue any remedies available to COPA as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The 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.

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

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1)** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Certification for Contracts, Grants, Loans, and Cooperative Agreements As required by
the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352

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 an agency, a Member of Congress, 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 Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

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 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

NO PROPOSAL NOTIFICATION

City of Port Aransas Request for Proposals

DISASTER RECOVERY CONSULTING SERVICES

City of Port Aransas (COPA) is interested in receiving competitive pricing on all products and services. COPA places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for COPA to determine the reasons that vendors do not respond to this contract item. The City will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

_____ Do not supply the requested product or service.

_____ Quantities offered or scope of project is TOO SMALL to be supplied by our company.

_____ Quantities offered or scope of project is TOO LARGE to be supplied by our company.

_____ Cannot bid against MANUFACTURER on this item.

_____ Cannot bid against RESELLER on this item.

_____ Specifications not clear enough to submit a response *(please explain)*.

_____ Time frame for bidding is too short *(please explain)*.

_____ Time frame to produce the product or service is too short.

_____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

_____ My Company would like to remain on the vendor list.

_____ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

City State Zip

Phone Number

Fax Number

Email Address

END OF RFP