

**A REQUEST FOR PROPOSAL (RFP)  
FOR MONITORING AND OTHER  
EMERGENCY SERVICES  
FOR THE CITY OF PORT ARANSAS**



CITY OF PORT ARANSAS  
Office Of Emergency Management  
Port Aransas City Hall  
710 W. Avenue A  
Port Aransas, TX 78373



# City of Port Aransas

**Request for Proposal RFP**  
**"Debris Monitoring"**  
**TITLE: Disaster Debris Monitoring of Debris Removal, Reduction, Disposal, and**  
**other Emergency Services**  
**Closing Date & Time July 9<sup>th</sup> 2:00pm**

Table 1: Procurement Schedule

Schedule of Events	Date
Advertise RFP	06/06/2024 - 06/13/2024
Questions due to the City of Port Aransas	06/18/2024
Responses to submitted questions posted online	07/09/2024 2:00 pm
RFP Responses due to the City of Port Aransas	07/09/2024
Selection committee evaluation	July 11 <sup>th</sup> & 12 <sup>th</sup> 2024
City Council Meeting Award	7/18/2024
Contract execution / NTP	7/19/2024

*The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date will be posted on the City website or as otherwise stated herein.*

**Mark the outside of your mailing envelope with RFP "Debris Monitoring".**

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THIS LOCATION:***

**If delivered by the U.S. Postal Service, courier, overnight delivery or other service, address to...**

The City of Port Aransas  
Attn: City Secretary  
Francisca Nixon  
710 W Avenue A  
Port Aransas TX 78373

REQUEST FOR PROPOSALS FOR  
DISASTER DEBRIS MONITORING  
FOR  
City of Port Aransas

**I. PURPOSE:**

The City of Port Aransas is soliciting sealed proposals to provide Disaster Debris Monitoring Services in response to necessary cleanup and debris removal following significant weather events.

**II. INSTRUCTIONS TO PROPOSERS:**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit - not later than 2:00 p.m. (CST), on July 9, 2024- four (4) complete physical copies in a sealed envelope and one electronic copy on a USB device to:

City of Port Aransas  
Attn: Francisca Nixon  
Port Aransas City Hall  
710 W. Ave A  
Port Aransas, TX.78373

Offers by email, telephone, or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City of Port Aransas will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the City. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless of the reason for the delay.

**III. TERMS AND CONDITIONS:**

1. The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within fifteen (15) days after approval of the selection by the City. The City

reserves the right to cancel a solicitation at any time prior to approval of the award by the City.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.
4. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:
  - a. City of Port Aransas, Disaster Debris Monitoring
  - b. Name and address of proposer
5. The costs of preparation of a response to this Request for Proposals are solely those of the proposers. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The proposer receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the City to verify such coverage at the time of contract execution.
  - a. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees, and officials.
  - b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence, with a \$2,000,000 aggregate.
  - c. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL), or its equivalent.
  - d. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
7. The proposer shall be required to provide a \$500,000 performance bond at the time of Notice to Proceed.
8. The entity awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection,

reproduction and audit without restriction. The consultant will work with the City to provide all documentation necessary and required for federal reimbursement.

9. It is the intent of the City to enter into a one (3) year agreement, with a renewal option clause for two (2) additional one (1) year renewal terms for services as described herein.
10. Proposers shall include a draft contract in their RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA.
11. A Notice to Proceed may be issued as early as twenty-four (24) hours after the contract has been awarded. The Proposer shall be willing and prepared to start work immediately.

#### **IV. QUESTIONS REGARDING THIS RFP:**

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the City of Port Aransas, Attention: City Emergency Management Coordinator, Lawrence Cutrone ([lcutrone@cityofportaransas.org](mailto:lcutrone@cityofportaransas.org)) no later than 2:00 p.m. (CST), on July, 9 2024. It is the responsibility of the proposer to ensure that the email was received. The City may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposals shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the City.

#### **V. PROPOSAL FORMAT:**

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

##### **1. QUALIFICATIONS OF THE FIRM**

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at a minimum, the following:
  - i. Recent experience demonstrating current capacity and current expertise in debris removal monitoring, debris removal, solid waste and hazardous waste management, and disposal.
  - ii. Documented knowledge and experience coordinating with federal, state, and local emergency agencies.
  - iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), TDEM (Texas Department of Emergency Management), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).

- iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, roadway right of way and drainage channel clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b. Provide, at a minimum, three (3) references for which the firm has performed services within the past five (5) years that are like the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

## 2. QUALIFICATIONS OF STAFF

- a. Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposing firm and have experience, working for the proposer, in the following:
  - i. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
  - ii. Documented knowledge and experience of federal, state and local emergency agencies, state and federal programs, funding sources, and reimbursement processes.
  - iii. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, roadway right of way and drainage channel clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
  - iv. Debris monitors should have experience working on construction sites and be familiar with safety regulations. It is not necessary to have professional engineers or other certified professionals perform the monitoring duties.

## 3. TECHNICAL APPROACH

- a. Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, and billing/invoices reporting procedures to FEMA and the City.
- b. Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real-time and automated tracking and reporting...FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Proposer must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Proposer must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City. If proposer is licensing such technology, proposer must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on

hand for proposer's use in the event of a disaster and that such devices will be made available for the City's recovery efforts. Proposer shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Proposer shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Proposer's inability to provide automated system in a timely manner shall be grounds for default and the calling of performance bond.

4. COST PROPOSAL

- a. Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost without markup. All Mileage Expenses shall be billed directly to the City at a rate not exceeding the IRS Mileage Rate. All Per Diem Expenses shall be billed directly to the City at a rate not exceeding the GSA Per Diem Allowance for the project area.

5. OTHER INFORMATION

- a. Proposer shall include a draft contract with the RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA. Furthermore, all attachments should be completed and included in the RFP submission. Submittal requirements include:
  - i. Proof of Insurance
  - ii. W-9
  - iii. DUNS Number
  - iv. Attachment B: Cost Proposal Form
  - v. Attachment C: Non-Collusion Affidavit of Vendor
  - vi. Attachment D: Certification Regarding Lobbying
  - vii. Attachment E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
  - viii. Attachment F: MOB/WOB/Section 3 Business (if Applicable)
  - ix. Attachment G: Conflict of Interest Certification

**VI. SELECTION CRITERIA**

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	35
Cost Proposal	<u>15</u>
	<b>100</b>

## VII. SCOPE OF SERVICES

### 1. BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City, other services may include, but not be limited to, facilitating communication with FEMA, FHWA, the State of Texas, and other agencies as required, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

### 2. SCOPE FOR DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, and other areas designated as eligible by the City. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review, and recommendations of Request for Proposals and/or Bids for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Providing support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors daily.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. Utilizing an Electronic Ticketing System – The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real-time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation at no additional cost if requested by the City. The System shall also be capable of providing a real-time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.



- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.
- o. Debris monitor’s roles include:
  - i. Measure and certify truck capacities (recertify on a regular basis)
  - ii. Complete and physically control load tickets.
  - iii. Validate hazardous trees, including hangers, leaners, and stumps.
  - iv. Ensure that trucks are accurately credited for their load.
  - v. Ensure that trucks are not artificially loaded to maximize reimbursement.
  - vi. Ensure that hazardous waste is not mixed in with hands.
  - vii. Ensure that all debris is removed from trucks at the debris management site.
  - viii. Report to project manager if improper equipment is mobilized and used.
  - ix. Report to project manager if contractor personnel safety standards are not followed.
  - x. Report to project manager if general public safety standards are not followed.
  - xi. Report to project manager if completion schedules are not on target.
  - xii. Ensure that only debris specified in the scope of work is collected and identify work as potentially eligible or ineligible.
  - xiii. Monitor site development and restoration of the debris management site.
  - xxiii. Ensure daily loads meet permit requirements.
  - xxiv. Report to project manager if debris removal work does not comply with all local ordinances as well as state and federal regulations.

**VIII. TIMETABLE FOR PROPOSALS**

The following is a detailed schedule of the RFP process, which is subject to modification by the City:

June 6 & 13, 2024	Advertise RFP
June 18, 2024	Questions due to the City of Port Aransas
June 20, 2024	Responses to submitted questions posted online
July 9, 2024	RFP Responses due to the City of Port Aransas
July 11 & 12, 2024	Selection committee evaluation
July 18, 2024	City Council Meeting Award
July 19, 2024	Contract execution / NTP

# ATTACHMENT A

## Proposal Ranking Form

Company \_\_\_\_\_

Committee Member \_\_\_\_\_

<u>Selection Criteria</u>	<u>Points Available</u>	<u>Points Awarded</u>
Qualifications of Firm	25	_____
Qualifications of Staff	25	_____
Technical Approach	35	_____
Cost Proposal	15	_____
<b><u>Total</u></b>	<b><u>100</u></b>	_____

# ATTACHMENT B

## Cost Proposal Form Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not exceeding the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate. Cost proposal may be provided on an additional sheet provided each position is accounted for.

### Disaster Debris Monitoring Services

<u>Positions</u>	<u>Hourly Rates</u>
Principal	\$ _____
Project Manager	\$ _____
Operations Manager	\$ _____
Field Supervisors	\$ _____
Load Site Monitors	\$ _____
Debris Site/Tower Monitors	\$ _____

# ATTACHMENT C

## Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF \_\_\_\_\_ ) SS.  
STATE OF \_\_\_\_\_ )

### AFFIDAVIT

I, \_\_\_\_\_, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of \_\_\_\_\_ (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Port Aransas, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Port Aransas, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. \_\_\_\_\_ (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to \_\_\_\_\_ (Firm's Name) has been convicted of a
  - a. felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

\_\_\_\_\_  
(Officer or Agent)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**(SEAL)**

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
(Notary Public)

# ATTACHMENT D

## Byrd Anti-Lobbying Amendment Certification

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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	

# ATTACHMENT E

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	

# ATTACHMENT F

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

## F.1. CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, \_\_\_\_\_ certify that \_\_\_\_\_ is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

**F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION**

I, \_\_\_\_\_ certify that \_\_\_\_\_ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ \_\_\_\_\_

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	



## **ATTACHMENT G**

### **Conflict of Interest Certification**

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Port Aransas in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

## **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 of Port Aransas, 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 of Port Aransas, 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 of Port Aransas, 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 CITY OF PORT ARANSAS and understands and agrees that CITY OF PORT ARANSAS 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 CITY OF PORT ARANSAS and understands and agrees that CITY OF PORT ARANSAS 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 CITY OF PORT ARANSAS. 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 CITY OF PORT ARANSAS, 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 City of Moss Point identifier (if known); supplier Commercial and Government City of Moss Point (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, CITY OF PORT ARANSAS, 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. CITY OF PORT ARANSAS 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 CITY OF PORT ARANSAS shall give the Contractor written notice specifying the Contractor's failure.
- b. Termination for Convenience. CITY OF PORT ARANSAS 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 CITY OF PORT ARANSAS incurs damages as a result of Contractor's breach, CITY OF PORT ARANSAS may pursue recovery of such damages from Contractor. CITY OF PORT ARANSAS further retains the right to seek specific performance of the Contract at any time as authorized by law. CITY OF PORT ARANSAS further retains the right to otherwise pursue any remedies available to CITY OF MOSS POINT 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 City of Port Aransas 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

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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