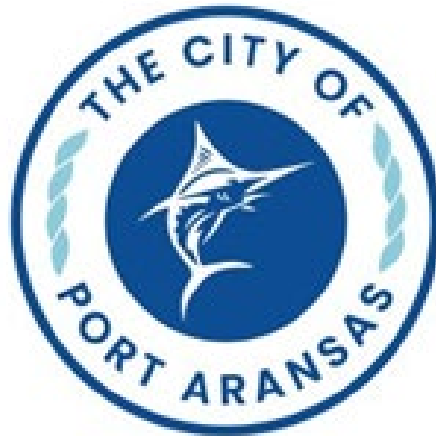


**A REQUEST FOR PROPOSAL (RFP)
FOR DEBRIS REMOVAL AND
EMERGENCY SERVICES
FOR THE CITY OF PORT ARANSAS**



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 Removal"
TITLE: Disaster Debris Removal, Reduction, Disposal, and other Emergency Services
Closing Date & Time July 9th 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 th & 12 th 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 Removal".

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: Francisca Nixon
City Secretary
710 W. Avenue A
Port Aransas TX 78373

**Request for Proposal
Disaster Debris Removal Services
FOR
City of Port Aransas**

1. PURPOSE:

The City of Port Aransas is seeking bid responses from qualified firm(s) for services related to disaster debris removal and management services. The intent of this Request for Proposal is to establish a qualified firm to be utilized as required and needed throughout the City in the event of the need for disaster cleanup services. The selection will comply with the Title 2 Code of Federal Regulations (CFR) 200.

2. INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in this Request for Proposal, shall submit - not later than 2:00 p.m. (CST), July 9, 2024 - four (4) complete physical copies and (1) electronic copy on a USB device in a sealed envelope to:

City of Port Aransas
Attn: Francisca Nixon
City Secretary
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 proposer 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.

3. TERMS AND CONDITIONS:

3.1. 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 Request for Proposal at any time prior to approval of the award by the City.

- 3.2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- 3.3. 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.
- 3.4. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:
 - 3.4.1. City of Port Aransas Disaster Debris Removal Services
 - 3.4.2. Name and address of proposer
 - 3.4.3. Affix label, found at the end of this Request for Proposal document to sealed envelope/container.
- 3.5. The costs of preparation of a response to this Request for Proposal 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 Request for Proposal process.
- 3.6. All Proposal Packages received in response to this Request for Proposal shall become the property of the City and will not be returned. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.7. By submitting a Request for Proposal Package, each Respondent certifies that the proposer has fully read and understands all instructions in the Request for Proposal, and has full knowledge of the scope, nature, and quality of work to be performed. All Request for Proposal Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

4. QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposal must be submitted in writing or by email to the City of Port Aransas no later than 2:00 p.m. (CST), 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 Proposal for distribution to all known prospective proposers. Any clarifications, answers to questions, or changes to this Request for Proposal provided in a manner other than a formal addendum, are to be considered “unofficial” and shall not bind the City to any requirements, terms, or conditions not stated herein. All formal City-issued Addendum shall be posted to the City website found here: www.cityofportaransas.org

No oral interpretation of this Request for Proposal 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.

5. PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive. The aim of the required format is to simplify the preparation of evaluation of RFP packages. All the components outlined below must be included with each copy of the RFP proposal. All sections must be clearly identified and in the same order as listed below. All RFP packages must include the following, with detail provided below:

5.1. SECTION 1: RFP COVER PAGE (Attachment A)

5.2. SECTION 2: COVER LETTER

Provide a cover letter, not exceeding two pages, which is signed by an officer of the firm who is responsible for committing the firms' resources. The cover letter should provide the following:

5.2.1. Respondent's name, primary contact name, business address, phone number, fax number and e-mail address.

5.2.2. Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP.

5.2.3. A brief statement of the respondent's understanding of the services required and qualifications to provide disaster debris removal services.

5.2.4. A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines.

5.2.5. Such other information as the respondent deems appropriate.

5.2.6. An example can be found in Attachment B.

5.3. SECTION 3: QUALIFICATIONS AND EXPERIENCE

5.3.1. Provide information and past projects indicative of experience directly relating to the proposed services in this Request for Proposal. Provide three (3) specific projects, including client, project cost, project dates and detailed description of operations, within the last eight (8) years where Proposer removed, managed and disposed of debris in excess of one hundred thousand (100,000) cubic yards. Provide an expanded list of past projects within the last ten (10) years which documents the successful and reliable services offered. The expanded list should include client, project cost, project dates and a brief narrative of operations. Each of the three (3) past projects should include contact information and reference to demonstrate the Proposer's long-term commitment and investment in the emergency disaster services field.

5.3.2. Project Understanding and Work Plan:

Proposers submitting should demonstrate their understanding of the scope of services required for in this solicitation; understand the need to work with City representatives; and the willingness to design the best response plan to meet the City's needs in the event of disaster.

5.3.3. Provide copies of the following items, if applicable:

5.3.3.1. Proper and valid licensing to conduct business in the State of Texas

5.3.3.2. Current Applicable Department of Professional Regulation License(s)

5.3.3.3. Current Applicable Certification(s)

5.3.3.4. A list of Sub-Contractors with credentials and related experience

5.4. SECTION 4: SOCIOECONOMIC CONTRACTORS

5.4.1. Provide current copy of certificate of MBE/WBE/DBE.

5.4.2. Proposers should provide a detailed subcontracting plan that meets or exceeds the requirements for MBE/WBE utilization and identifies qualified local subcontractors. List available subcontractor resources and how the subcontractors will be activated and mobilized in response to an event.

5.4.3. Complete Attachment C for full eligibility.

5.5. SECTION 5: ADMINISTRATIVE INFORMATION

5.5.1. Contractor Questionnaire (Attachment N)

5.5.2. Provide an organizational chart, resumes, and summary of staff qualifications.

5.5.3. Provide equipment list

5.5.4. Proof of Liability Insurance and its limits

5.5.5. Bid Bond (Attachment O)

5.5.6. Drug Free Workplace Form (Attachment G)

5.5.7. RFP Affidavit (Attachment D)

5.5.8. RFP Affidavit of Solvency (Attachment E)

5.5.9. Conflict of Interest Disclosure Form (Attachment F)

5.5.10. W-9

5.5.11. Unique Entity ID Number (obtained from SAM.gov)

5.5.12. Non-Collusion Affidavit of Vendor (Attachment I)

5.5.13. Certification Regarding Lobbying (Attachment J)

5.5.14. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment K)

5.5.15. Acknowledged Addenda

5.6. SECTION 6: PROPOSED PRICING

5.6.1. In this section, respondent shall fill out and submit the proposed rates on the rate sheet provided herein (Attachment H). The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on a proportion value.

5.6.2. 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.

5.6.3. Pricing Considerations:

5.6.3.1. Pricing Structure:

Proposers are to price the attached rate sheet by the cubic yard. The cubic yard price shall be all-inclusive, including eligible debris removal from roads, streets, ROWs and other eligible City property, staging of the said debris at a designated Debris Management Site (DMS), and disposal of the said debris at a City-approved disposal facility. The Contractor will also be responsible for hanger removal, tree removal and stump removal in City maintained property and shall be paid on a per tree/stump basis. Where necessary and at the discretion of the City, Contractor will be responsible for removal of specialty debris categories identified in this Request for Proposal.

5.6.3.2. Scheduled Passes:

The Contractor may be required to make at least three (3) passes along roads, streets and ROW within the City's contracted area, but the final decision shall be made by the City during the project. As outlined in this Request for Proposal, all debris will be loaded and hauled to either a DMS or the appropriate licensed disposal facility. Subsequent passes may be requested by the City to correct issues and/or collect additional debris.

5.6.3.3. Mobilization / Demobilization:

The work consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies and incidentals to the project site, as required by these specifications. The cost for mobilization / demobilization shall be considered incidental to the project.

5.6.3.4. Restoration of DMS:

The DMS shall be restored to its pre-disaster condition. The cost for restoration of each individual DMS shall be considered incidental to the project.

5.7. SECTION 7: OTHER INFORMATION

5.7.1. The proposer shall include a draft contract with the RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA.

5.7.2. Bonding Capacity Information

Proposer shall submit a letter from a surety company licensed to do business in Texas stating its ability to provide bonds no less than five million (5,000,000) dollars. The Surety, which issues the bonding letter bond, must be listed on the U.S. Treasury, Fiscal Service, Bureau of Government Financial Operations, (latest review) entitled "Companies Holding Certificates of Authority as Acceptable Surety on Federal Bond and as Acceptable Reinsuring Companies."

5.7.3. Litigation and Contract Termination History:

State whether Proposer, or any employee thereof anticipated being assigned to provide debris removal services, has been a defendant in any proceeding involving or arising out of debris removal services within the past five (5) years. State whether Proposer has had a contract related to debris removal canceled or terminated within the past ten (10) years. If so, provide the name and contact information of the other contracting party and reason for termination/cancellation.

6. SELECTION CRITERIA

6.1. Evaluation of Responses

All properly submitted RFP packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee team member will receive a full set of all the RF packages properly submitted, a copy of the RFP document with all City-issued Addenda, and an Evaluation Score Sheet. The Evaluation Committee shall then evaluate each RFP package according to the criteria described herein. Each Evaluation Committee team member shall evaluate the RFP packages individually, without interference and coordination from any other team member. Scores from each proposer/respondent of properly submitted packages shall be recorded on an Evaluation Score Sheet.

City staff may consider any evidence available regarding financial, Technical, and other qualifications and abilities of a respondent, including past performance and experience prior to recommending approval.

The City reserves the right to reject any or all proposals, waive minor formalities, and award/negotiate with the firm whose proposal best serves the interests of the City.

6.2. Evaluation Criteria

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

Qualifications and Experience	45
Cost Proposal	40
Strategy and Approach	10
Socioeconomic Contractors	5
TOTAL POINTS	100

6.3. Evaluation Criteria and Score Sheet Explanation

6.3.1. Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing disaster debris removal services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. This will be graded on a 0 – 45 scale.

6.3.2. Cost Proposal

The Respondent provides a completed attached rate sheet consisting of hourly rates and per cubic yard rates. This will be graded on a 0 – 40 scale.

6.3.3. Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in providing disaster debris removal services to the City in responding to FEMA Major Disaster declared events. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. This will be graded on a 0 – 10 scale.

6.3.4. Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) This will be graded on a 0 – 5 scale.

7. GENERAL REQUIREMENTS

7.1. Background

The City is seeking proposals from qualified contractors to provide removal, management and disposal of debris resulting from disasters occurring during the term of this agreement. Services shall include eligible debris removal from roads, streets, ROWs and other eligible property, staging, management and processing of the said eligible debris, and disposal of the said eligible debris; and, tree trimming, tree removal, stump grinding/removal.

Specific work authorizations by the City shall be through written Task Order(s). Task Order(s) shall define the project to be accomplished, the location and boundary of the project, time frame for completion, contract unit rates to be used for invoicing and a ceiling price or "Not-To-Exceed" dollar amount for the project. The City is responsible for the performance of the contract and the Task Order(s). To facilitate the work, the City shall designate a Debris Manager to oversee any and all aspects of the contract and Contractor's performance. Contractor invoices for services rendered shall be presented for payment to the City. The Contractor shall provide technical guidance and consultation to aid the City in preparation for FEMA/State meetings and documentation, provide administrative support for contracted operations, on site management staff to work with City officials, and field supervisors, operators, drivers, labors along with appropriate vehicles, equipment, and hand tools to ensure a successful recovery operation.

The Contractor is responsible for understanding and following the FEMA Public Assistance Program and Policy Guide (PAPPG) and all associated FEMA guidance concerning disaster debris removal.

This contract shall not be considered exclusive. The City retains the right to obtain similar services from additional Contractors.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this solicitation by the City. The City reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested.

7.2. Commencement

Following the execution of the contract and issuance of a Task Order, the City's Debris Manager will issue the Notice to Proceed (NTP) to start work and any subsequent notice, including the notice to reduce resources and to end work. Upon the formal NTP from the City, debris operations, as defined by the City in the Task Order(s), will commence within twenty-four (24) hours, and failure to begin debris operations within forty-eight (48) hours is grounds for immediate termination. Also, within forty-eight (48) hours, the Contractor shall furnish the City with the necessary performance and payment bonds and the project cost estimate based on the contract unit prices. Neither party is obligated under the terms of this agreement until NTP is given. NTP will be given at the City discretion.

7.3. Ownership of Debris

The City shall retain ownership of the debris from collection through final disposal in order to maintain the right to any recyclable revenues derived from the project.

7.4. Emergency Management Support Services

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

7.5. CFR 200 Compliance Language Procurement Requirements

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.

7.6. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be preapproved by the City. All direct project costs will be concisely billed to specific project codes established by the City. Vendor invoices shall be submitted weekly, will be categorized by project code, and must include:

7.6.1. Name

7.6.2. Position

7.6.3. Billing Rate

7.6.4. Total Hours

7.6.5. Costs

7.7. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

7.8. Suspension and Debarment

7.8.1. This contract is a covered transaction for the purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

7.8.2. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, sub part C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

7.8.3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 CFR pt. 180, sub part C and 2 CFR pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.8.4. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR 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.

7.8.5. Pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency’s codification of the Common Rule for non-procurement suspension and debarment, individuals, officers or firms contained within the Excluded Party List System are excluded from bidding and receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. If a Proposer has been suspended or debarred and subsequently removed within the previous ten (10) years, the Proposer must disclose and explain such suspension or debarment and removal an attached letter to this Proposal. Failure to disclose a previous suspension or disbarment shall result in disqualification from this solicitation.

7.9. Sub-Contractors:

- 7.9.1. If the Consultant elects to sub-contract with any firm for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.
- 7.9.2. Each Respondent shall submit a list of proposed subcontractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under 5.3: Qualifications and Experience of this Request for Proposal, and attach a copy of all licenses and certificates for each subcontractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal subcontractor documentation for federal reimbursement review.
- 7.9.3. If no subcontractors are proposed, so state there on.
- 7.9.4. At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.
- 7.9.5. Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent may then, at his option, withdraw his/her RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.
- 7.9.6. The City reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.
- 7.9.7. Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

8. SCOPE OF SERVICES

- 8.1. The Contractor shall document their understanding of the work to be performed under this contract in a systematic and efficient manner. The Contractor shall be engaged in these activities on a day-to-day basis and be the primary scope of their business. As such, Contractors shall have great familiarity with and the ability to provide the following services:
 - 8.1.1. Debris Removal from Rights-of-Way
 - 8.1.2. Hazardous Tree Abatement
 - 8.1.3. Staging, Reduction, Disposal and Reclamation of a Disaster Management Site (DMS)

8.2. The services are outlined in detail below to provide greater understanding to the Contractor of the requirements under this solicitation.

8.3. General Field Operations

8.3.1. Within eight (8) hours of initial notification by the City, the Contractor shall present a Project Manager capable of speaking on behalf of and binding the Contractor to operational requirements and goals. The Project Manager shall be on call twenty-four (24) hours a day, seven (7) days per week and shall have electronic linkage by way of cellular telephone, fax machine and Internet/email. Although the Project Manager role does not require constant presence, the Project Manager shall be required to physically respond to the City within two (2) hours of any notification after the initial notification.

8.3.2. Contractor is required to attend any and all planning meetings functioning as a source for essential element information as determined by the City. Contractor shall submit reports as required by the City.

8.3.3. Contractor shall work seven (7) days a week with hours to be established by the Debris Manager (DM) and approved by the City. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Contractor and the City. Contractor shall comply with City regarding restriction of work hours (school zones, peak hours, residential zones). Weather events during operations shall not be considered a reason to stop work unless the conditions create a potential safety hazard. Contractor shall notify the City of work stoppage due to inclement weather with the appropriate justification.

8.3.4. Contractor shall conduct weekly “toolbox” safety meetings with personnel and subcontractors. Safety meetings will review general safety concerns for individual operations, i.e. debris removal from ROW and reduction of debris, in addition to project-specific safety concerns learned through continuous, daily operations. These meetings shall be physically documented by the Contractor and provided to the City upon request.

8.3.5. Contractor shall ensure that all personnel engaged in performing the services be fully qualified and, if required, authorized or permitted under Federal, State, local and all applicable laws. Contractor will ensure that all Contractor and subcontractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed in compliance with applicable OSHA requirements, requirements set forth in this solicitation and Contractor safety policies. The City has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

8.3.6. Contractor shall perform any and all debris removal, reduction and management services in a good, workmanlike manner and in accordance with accepted debris management industry best management practices and any and all applicable Federal, State and local laws and environmental rules and regulations.

8.3.7. Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

- 8.3.8. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this solicitation.
- 8.3.9. The City reserves the right to add or delete roadway sectors and segments as it deems necessary at no additional cost or obligation to the Contractor, including, at the City's discretion, performing operations with in-house forces or additional contract forces.
- 8.3.10. Contractor will not provide private debris removal services as outlined in this Scope of Services if tasked to the City under this contract.
- 8.3.11. Contractor shall be responsible for any damage to private or public property that results from any Contractor debris-related activities including collection and hauling. Repair of the Contractor-identified damage shall be within twenty-four (24) hours of damage notification. The damage will be restored to equal or better than its original condition leaving the item or property unencumbered for future use. Contractor is responsible for reporting any and all damage daily in the Daily Report submittal, including damage date and status. Damage that cannot be resolved in a timely manner shall be submitted to Contractor's insurance for review and/or repair.
- 8.3.12. Contractor shall immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. Contractor shall be responsible for removal and containment of all leaked fluids from the effected soil and pavement. Any and all spills shall be reported immediately to the City.
- 8.3.13. Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable Federal, State and laws and regulations. Spills shall be reported to the TCEQ and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than three (3) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
- 8.3.13.1. Description of the material spilled (including identity, quantity, manifest number, etc.).
 - 8.3.13.2. Determination as to whether or not the amount spilled is EPA/TCEQ reportable, and when and to whom it was reported.
 - 8.3.13.3. Exact time and location of spill, including description of the area involved.
 - 8.3.13.4. Receiving stream or waters.
 - 8.3.13.5. Cause of incident and equipment and personnel involved.
 - 8.3.13.6. Injuries or property damage.
 - 8.3.13.7. Duration of discharge.

- 8.3.13.8. Containment procedures initiated.
 - 8.3.13.9. Summary of all communications the Contractor has had with press, agencies, or Government officials other than City.
 - 8.3.13.10. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
 - 8.3.14. In consultation with the City, Contractor is responsible for determining the method and manner of the debris removal, management and disposal consistent with this Scope of Services.
 - 8.3.15. Contractor shall make every available effort to recycle debris elements within the debris stream. Any recycling revenues realized by the Contractor during operations shall be credited to the City.
 - 8.3.16. Contractor is not permitted to store equipment or trucks on public property without the approval of the City. Also, there shall be no overnight parking or camping on public property without the approval of the City.
 - 8.3.17. Contractor must be duly licensed in accordance with Federal, State and local statutory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to conduct the work under the contract and shall obtain permits and licenses.
 - 8.3.18. Contractor is responsible for complying with all applicable Federal, State and local safety, health and environmental rules and regulations. Contractor should understand and comply with TCEQ, and TxDOT's adopted Manual on Uniform Traffic Control Devices and Work Zone Safety Guidelines. No additional compensation shall be given for changing maintenance of traffic conditions, for example, when debris collection efforts transition from interstate roadways to secondary roads to residential streets.
- 8.4. Debris Removal from Rights-of-Way
- 8.4.1. Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within two (2) days. The City prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the City. Contractor shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.
 - 8.4.2. The work shall consist of removing any and all eligible debris, primarily from the public ROW of streets and roads, as directed by the City. Work will include:
 - 8.4.2.1. Examining debris to determine whether or not the debris is eligible (All work will be monitored by either the City or designated representative. Any questions or concerns with the debris shall be directed to the City or designated representative for guidance).

- 8.4.2.2. Loading the debris.
- 8.4.2.3. Hauling the debris to an approved DMS or final disposal.
- 8.4.3. Within seventy-two (72) hours of the NTP by the City, the Contractor shall have mobilized the number of Debris Removal Crews as designated by the City. The designated number of crews may be further defined in any NTP, Task Order(s), or other relevant project correspondence from the City to the Contractor. Contractor shall continue mobilizing crews as deemed necessary by the City to systematically work all zones/sectors of the selected areas.
- 8.4.4. Contractor shall provide sufficient field supervision for all assigned debris removal activities. Contractor shall provide a minimum of two (2) field supervisors at all times. The City may require additional field supervisors at an expected rate of two (2) field supervisors for every 100,000 CYs of estimated debris.
- 8.4.5. It is anticipated that multiple collection passes will be performed for each public road, street, and ROW. This will allow residents to return to their properties and bring debris to the ROW as recovery progresses. The City in consultation with the Contractor, is solely responsible for the decision. The number of collection passes shall not exceed 180 days unless extended by FEMA.
- 8.4.6. Debris Removal Crews are required to systematically and efficiently complete entire sectors and individual streets prior to moving on to other areas. The City may establish road priorities within its jurisdiction or sectors as necessary to facilitate the debris removal process and the recovery effort. Unless directed by the City, Contractor shall not bypass or skip areas within sectors or individual streets because of the lack of debris or sectors selectively cleared for "gravy loads." If witnessed and documented by the City, the individual Debris Clearance Crew is subject to expulsion from the performance of the contract.
- 8.4.7. Contractor is responsible for coordinating debris collection efforts with third party contractors so as not to interfere with ongoing recovery efforts.
- 8.4.8. The City's citizens will be advised to separate debris into categories at curbside to aid in collection, if practical. Failure on the part of the citizens to separate the debris types at curbside does not relieve the Contractor of its contract responsibilities.
- 8.4.9. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixing ineligible debris with eligible debris will render the entire load ineligible. Contractor will not be paid for collection of such mixed loads containing both eligible and ineligible debris.
- 8.4.10. Any debris removal work for the City, other Authorized Users under this contract, or Contractor's other clients, shall be kept separate from the City's debris removal operations. Debris from different entities shall not be co-mingled for hauling, management, reduction or disposal.
- 8.4.11. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut by the Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract

without the approval of the City.

- 8.4.12. Contractor shall ensure all eligible debris is removed from the area before moving to other areas. During the debris removal process it will be required that each load site be cleaned to the point that an average residential lawn mower can safely mow the area.
- 8.4.13. All loading equipment shall have rubber tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load debris. Excessively large loading equipment (three (3) CYs and larger) and non-rubber tired equipment must be approved by the City prior to use. Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent ROW, including all landscaped areas. Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. Reporting and repair of Contractor damage is subject to the guidelines established in Section 8.3.11 of this RFP.
- 8.4.14. In compliance with FEMA Recovery Policy, trucks must be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device.
- 8.4.15. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to reject equipment that is unsafe or inadequate.
- 8.4.16. Hauling containers shall be a minimum of fifteen (15) CYs in volume unless approved by the City.
- 8.4.17. Sideboards or other extensions to a truck or trailer bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the City.
- 8.4.18. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords will not be permitted.
- 8.4.19. Trucks shall be loaded so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means, for example a knuckle boom across the length of the truck bed, to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The City may

authorize the use of other types of vehicles.

- 8.4.20. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not eligible debris and shall be reported to the City.
- 8.4.21. Debris removal may include the removal of debris from eligible canals and waterways within the jurisdiction of the City.
- 8.4.22. Contractor shall provide at least one (1) Hot Spot Crew to alleviate immediate concerns and hazardous debris conditions as directed by the City. These immediate concerns shall be alleviated within four (4) hours of notification by the City to Contractor.
- 8.4.23. The City may elect to establish designated homeowner drop-off sites. Contractor may be required to remove the debris collected at these sites on a daily basis under the same terms, conditions and pricing of standard ROW debris collection.
- 8.4.24. Any and all damages directly resulting from Contractor's negligence and/or Debris Removal Crews will be rectified within twenty-four (24) hours of damage notification at the Contractor's expense. Contractor shall prepare and submit a weekly report to the Division Engineer or designated representative documenting any and all damage claims, their current status, resolutions and appropriate releases.
- 8.4.25. For payment purposes, hauling distances shall be calculated based on shortest possible roadway route for a hauling vehicle, understanding that limitations may apply with regards to low capacity bridges, etc., as determined by mapping software such as Google Maps or similar. Distance shall begin at the last identified address or intersection where debris was collected to the entrance of the DMS or final disposal. Distance shall be rounded to the nearest tenth of a mile.

8.5. Hazardous Tree Abatement

- 8.5.1. Contractor shall perform hazardous tree abatement, including tree removal, limb removal and stump removal in accordance with FEMA requirements outlined in the current FEMA Recovery Policy and as authorized by the City.
- 8.5.2. Contractor shall provide the necessary labor, equipment and materials to perform hazardous tree abatement as directed by the City.
- 8.5.3. To comply with first pass requirements established above, Contractor shall perform hazardous tree abatement simultaneously with debris removal from ROW. Tree Crews shall work ahead of the Debris Removal Crews and no debris generated from Tree Crew operations shall be left longer than twenty four (24) hours.
- 8.5.4. Removal of hazardous hanging limbs: Removal of hazardous hanging limbs shall commence only when authorization has been given by the City. Limbs, still hanging in a tree, are considered hazardous if they measure greater than two (2) inches in diameter and threaten a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. Limbs shall be cut at the closest main branch junction. Compensation

will be per tree and cut limbs shall be placed on ROW for collection under Debris Removal from ROW line items.

8.5.5. Removal of hazardous leaning trees: Removal of leaning trees shall commence only when authorization has been given by the City. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater at four and half (4.5) feet; and one or more of the following criteria are met:

8.5.5.1. It has more than fifty (50) percent of the crown damaged or destroyed.

8.5.5.2. It has a split trunk or broken branches that expose the heartwood.

8.5.5.3. It has fallen or been uprooted within a public-use area; and/or

8.5.5.4. It is leaning at an angle greater than thirty (30) degrees.

8.5.5.5. Damaged trees and exposed roots are to be removed to ground level. Compensation for hazardous trees will be per tree and cut trees shall be placed on ROW for collection under Debris Removal from ROW line items.

8.5.5.6. Compensation for leaning trees less than six (6) inches in diameter at breast height, which are not an immediate hazard, shall be cut at ground level.

Compensation for the cut portion will be per Debris Removal from ROW line item rate.

8.5.6. Remove/extract hazardous stumps: Removal of hazardous stumps shall commence only when authorization has been given by the City. Stump removal operations shall be in accordance with FHWA and FEMA guidelines. Stumps measuring twenty-four (24) inches in diameter or greater and authorized for removal by the City or its representative will be compensated at the "each" price, and includes removal, disposal and backfilling of hole. Free standing stumps on the ROW greater than twenty-four (24) inches will be compensated on a per cubic yard basis following a conversion utilizing the stump chart found in FEMA Recovery Policy 9580.204. Removal/extrication of hazardous stumps less than twenty-four (24) inches will be compensated at the Debris Removal from ROW line item rate. Hazardous stumps shall be kept separate from other vegetative debris. Fill and compact any holes left by removed trees or stumps. The cost of borrow required for fill will be included in the cost of bid items. The type of borrow material used must be approved by the City.

8.6. Construction, Staging, Reduction, Disposal and Reclamation of DMS

8.6.1. As directed by the City, Contractor shall be responsible for sorting, stockpiling, reducing and hauling out debris at each individual DMS.

8.6.2. Contractor shall provide all necessary labor, equipment and materials to operate the DMS from sorting, stockpiling, reducing, loading and hauling out of debris for final disposal as required.

8.6.2.1. Any necessary haul out of debris for final disposal shall be reimbursed to Contractor at cost.

- 8.6.3. Contractor shall provide sufficient site supervision for all DMS activities. Contractor shall provide at least one (1) supervisor at each individual DMS.
- 8.6.4. Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each DMS site and for all necessary traffic control measures.
- 8.6.5. Contractor is responsible for providing electric, water and sanitary facilities as required by applicable FHWA/FEMA regulations as needed.
- 8.6.6. Contractor shall be responsible for erosion control, dust control and fire control while operating each individual DMS.
- 8.6.7. Contractor shall be responsible for maintaining security at each individual DMS.
- 8.6.8. Contractor shall conduct operations at each individual DMS such that all nuisances to the surrounding residents are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.
- 8.6.9. Contractor will establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The containment area will consist of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
- 8.6.10. Contractor shall set up plastic liners under stationary equipment such as fuel tanks and oil containers.
- 8.6.11. Lined containment areas will be inspected once daily for tears or leaks in the liner. Any tears or leaks noticed by the Contractor will be documented and immediately reported to City. As necessary, guidelines identified in Provision II.7.A.13 and 14 shall be followed.
- 8.6.12. Contractor shall maintain the appropriate segregation of the debris. Eligible Stumps will be segregated from the debris stream for additional documentation, as necessary. Debris segregation is as follows:
 - 8.6.12.1. Burnable/grindable vegetative debris
 - 8.6.12.2. Non-burnable/non-grindable mixed debris
- 8.6.13. Further segregation of C&D debris to sort and segregate recyclable materials and/or white goods may be necessary.
- 8.6.14. Contractor shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment.
- 8.6.15. Contractor shall provide qualified and certified Freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
- 8.6.16. During the initial planning stage following a disaster, the City will make a determination as to the type of reduction method that will be used for vegetative debris at each individual DMS. The following four (4) methods may be selected for the reduction of vegetative debris:

- 8.6.16.1. Open burn
- 8.6.16.2. Above-grade air curtain burning
- 8.6.16.3. Portable air curtain burning
- 8.6.16.4. Chipping and/or grinding
- 8.6.17. Contractor shall process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.
- 8.6.18. Contractor shall make a good faith effort to engage in vegetative recycling on behalf of the City. Documentation of debris recycling activities will be maintained and provided with each invoice submitted to the Contractor to the City.
- 8.6.19. Within thirty (30) days of the final truck load hauled into the DMS, debris reduction and disposal activities will be completed and the DMS closed.
- 8.6.20. Closure of a DMS shall include, but not limited to, removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); restoration of all pre-existing grades including roads, ditches, etc.; replacement of topsoil removed for lined storage areas, reseeding; fertilizing and laying of straw within the area; restoration of drainage patterns and the replacement of shrubs and trees; remediation; and restoring the site to pre-work conditions. The site will be restored in accordance with all State and local requirements.
- 8.6.21. Contractor will document restoration efforts by ground/aerial video or photographs, analyzing soil and water samples, recording immediate area facilities and their current condition, inspecting existing topography, and documenting environmental conditions and historical preservation significance. Contractor will provide the City with the restoration documentation and the appropriate releases from the land-owner and, as required, from the TCEQ.

8.7. Documentation of Service

8.7.1. Equipment/Truck Certification:

- 8.7.1.1. Contractor shall present to the City any and all loading and hauling equipment for equipment certification prior to deployment for debris operations on the project. Hauling units are required to complete a truck certification form documenting the volume capacity of the hauling unit and assigning the hauling unit a unique and exclusive number. The volume capacity will be based on the interior dimensions of the hauling container and rounded to the nearest tenth of a cubic yard, for example 40.1 CYs. Hauling units shall be photographed to document the key features of the hauling unit such as sideboards, tailgate extensions, dog boxes, etc. and to ensure no alterations or changes are made to the truck after certification.
- 8.7.1.2. Contractor shall provide truck certification forms with pre-printed unique form identifier. To ensure the truck certification form contains the necessary information to track debris, the truck certification form provided by the

Contractor must be approved by the City prior to use. The City may elect to utilize its own truck certification forms or implement an automated debris management system (ADMS).

8.7.2. Re-Certification of Equipment:

Hauling units are subject to random or for cause re-certification by the City.

8.7.3. Placards:

Contractor shall supply vinyl-type, self-adhesive placards identifying the City, truck number and measured CY capacity of the hauling unit. The Contractor shall maintain a supply of placards through the duration of the project in the event replacements are needed.

8.7.4. Load Tickets:

8.7.4.1. A five (5) part load ticket will be used for recording volumes of debris removed, processed and disposed. Contractor shall provide ticket forms with pre-printed unique ticket identifier. To ensure the load ticket contains the necessary information to track debris, the load ticket provided by the Contractor must be approved by the City prior to use. City may elect to utilize its own load tickets or implement an automated debris management system (ADMS). The utilization of an ADMS may limit the number of load ticket copies available in the field.

8.7.4.2. A Load Site Monitor will issue a load ticket to the driver prior to departure from the loading site and will retain one (1) copy of the ticket. Upon arrival at the DMS or final disposal, the vehicle operator will give the four remaining copies to the Tower Monitor at the inspection tower. The Tower Monitor will validate the ticket and enter the delivered volume as appropriate. The Tower Monitor will keep the one (1) copy and give the remaining three parts to the vehicle operator. Contractor shall ensure that the remaining copies of the load tickets are retained for record and invoicing as appropriate.

8.7.4.3. Contractor shall ensure that no debris is transported into a DMS without an accompanying properly filled out load ticket. Vehicle operators will not be permitted to unload the debris at a DMS without an approved load ticket that was supplied by and partially completed by the Load Site Monitor. Failure to produce a load ticket at the inspection tower will result in the load being ruled ineligible.

8.7.4.4. Vehicle operators will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading process without the approval of the City.

8.7.4.5. Measurement for the management and processing of all incoming debris will be by the cubic yard (CY) as determined through truck and trailer measurements during the truck certification process. Partial loads will be adjusted down by visual inspection by the Tower Monitor.

8.7.4.6. Load call measurements will be documented on load tickets and daily log sheets.

8.7.5. Reports:

8.7.5.1. Daily Reports:

Daily Reports shall be submitted each morning by the Contractor to the City defining, at a minimum, the number of loads, the quantity and type of debris hauled to DMS and/or final disposal, the quantity and type of debris hauled into each individual DMS and/or final disposal, the number of hauling units, number of loading units, number of reduction units, the number of subcontractors on the project, the number of reported damages. Daily Reports should also document sectors completed, sectors in progress and sectors identified next for debris removal. The City may request additional information on the Daily Reports.

8.7.5.2. Weekly Reports:

Contractor shall provide a weekly work plan showing where operations will begin and which streets/roads will be picked up on a 2, 7, and 14-day projection. The plan shall be updated each week and also compile the daily reporting plan for the previous week and project to date.

9. CONTRACT REQUIREMENTS

9.1. Insurance Requirements

9.1.1. The Contractor shall not commence work under this Contract until they have obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Texas. The Contractor shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Port Aransas as an Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

9.1.2. Insurance certificate holder address shall be listed as:

**City of Port Aransas
710 W. Avenue A
Port Aransas, TX.78373**

9.1.3. The Contractor shall maintain during the life of this contract Comprehensive General Liability, which shall have minimum limits of \$5,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include premises and/or Operations, Independent Contractors, and Subcontractors and/or Completed Operations, Broad Form Property Damage, SCU Coverage, and a Contractual Liability Endorsement.

9.1.4. The Consultant shall maintain, during the life of the contract a Business Auto Policy,

which shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

9.1.5. The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

9.1.6. The Contractor shall maintain during the life of this contract, Pollution Liability Coverage, which shall have minimum limits of \$2,000,000 Per Occurrence. This shall include premises and/or Operations, Independent Contractors, and Subcontractors.

9.1.7. The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Texas.

9.1.8. In the event of unusual circumstances, the City Commission may adjust these insurance requirements.

9.1.9. An appropriate Hold Harmless Clause shall be included.

9.1.10. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

9.2. Bond Requirements

9.2.1. Each Proposer shall be accompanied by a bid bond or guarantee of \$10,000.00 which shall be a certified check, cash escrow or a bid bond payable to the City. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the State of Texas. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the Proposer will not withdraw such bid during the period of 90 days following the opening of proposals; that if such Proposer is accepted, the Proposer will accept and perform under the terms of the contract and Task Order(s). The bid guarantee will be returned upon award of contract.

9.2.2. No later than forty-eight (48) hours following the Notice to Proceed and prior to beginning work for the City, the Contractor shall execute and furnish the City with performance and payment bonds in the estimated amount of the Task Order. All bonds shall be provided by a surety company authorized to do business in the State of Texas and solely for the protection of the City. To document the Proposer's ability to execute and furnish performance and payment bonds, the Proposer is required to submit a current letter from a surety company or bonding agent authorized to do business in the State of Texas in their proposal attesting to their respective bonding capacity of at least \$5,000,000. Failure to provide this letter, written on surety company letterhead, will constitute non-compliance and Proposer will not be considered for award.

9.3. Record Retention Requirements

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 in 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.

9.4. Contract Agreement and Term

9.4.1. 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.

9.4.2. It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected proposer. It is further expressly understood that no contractual relationship exists with the City until a contract has been approved by the City and formally executed by the City.

9.5. Draft Contract Requirement

Proposers shall include a draft contract in their RFP submission. The contract must meet all contracting requirements of 2 CFR 200 and FEMA.

9.6. Notice to Proceed

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.

9.7. Assignment of Contract:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the City.

9.8. Excessive Tiering:

Contractor is responsible for limiting the number of tiers of subcontractors on any Task Order awarded under this solicitation. Contractor shall limit the subcontractor tiering to a prime contractor and subcontractor. Contractor will be responsible for all subcontractors.

9.9. Governing Laws & Regulations:

It shall be the responsibility of the Consultant to be familiar with and comply with all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this contract. The contract agreement shall be governed by the laws of the State of Texas, both in interpretation and performance.

9.10. Termination:

9.10.1. Failure on the part of the Consultant to comply with any portion of the duties and obligations under the contract agreement shall be cause for termination. If the

Consultant fails to perform any aspect of the responsibilities described herein, the City shall provide written notification stating all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct all items of non-compliance. If the items of non-compliance are not corrected, or if acceptable corrective action as approved by the City, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by the City for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant. In addition to the above, the City may terminate the contract agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

9.10.2. The City, at its option, may terminate the contract upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

9.11. Indemnification:

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, and its employees from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

9.12. Trade Secrets:

To invoke the provision of the State of Texas, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of the State of Texas, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

9.13. Non-Exclusive Contract:

Award of this Contract shall impose no obligation on the City to utilize the Contractor for any and/or all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

9.14. Exceptions:

Contractor is advised that if it wishes to take exception to any of the terms contained in this solicitation or the attached contract it must identify the term and the exception in its response to the solicitation. Failure to do so may lead the City to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

9.15. Public Records.

In accordance with the State of Texas (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public record. Also, please be aware that the City publishes bid proposals on its agenda for public review. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

10. 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: SEALED RFP LABEL

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP"

SEALED RFP DO NO OPEN

SEALED City of Port Aransas

RFP TITLE: DISASTER DEBRIS REMOVAL SERVICES

DUE: July 9, 2024 AT 2:00pm

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY CITY/STATE: _____

Deliver to: City of Port Aransas
Attn: Lawrence Cutrone
710 W. Avenue A
Port Aransas TX. 78373

ATTACHMENT B: COVER LETTER EXAMPLE

REQUEST FOR PROPOSALS (RFP)
FOR
DISASTER DEBRIS REMOVAL SERVICES

COMPANY NAME
COMPANY ADDRESS

DATE

DELIVERED TO:
CITY OF PORT ARANSAS
710 W. Avenue A
Port Aransas TX. 78373

ATTACHMENT C

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

C.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 the 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	

C.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 the 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 D: RFP AFFIDAVIT OF SINGLE SUBMITTAL

RFP for Disaster Debris Removal Services Affidavit

To: City of Port Aransas
Port Aransas, TX.

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, despises and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP document for the City of Port Aransas Disaster Recovery Consultant Services.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 2024 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

ATTACHMENT E: RFP AFFIDAVIT OF SOLVENCY

RFP for the City of Port Aransas
Disaster Debris Removal Services

Affidavit of Solvency

Pertaining to the solvency of _____ (Entity Name), being of lawful age and being duly sworn I, _____ (Affiant Name), as _____ (Title) hereby certify under penalty of perjury that:

1. have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above-stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____ - 2023.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 2024 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

ATTACHMENT F: CONFLICT OF INTEREST CERTIFICATION

In accordance with 2 CFR 200.318(c)(1) 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 2 CFR 200.318(c)(1).

This certification is a material representation of the 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 this transaction imposed by section 31 USC 1352. 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	

ATTACHMENT G: DRUG FREE WORKPLACE FORM

Company Name:

City of Port Aransas Drug-Free Workplace Form

The undersigned firm hereby certifies that _____ does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee, engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services, a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or no contest to, any violation of the State of Texas, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT H: COST PROPOSAL FORM

UNIT RATE PRICE FORM

1	Emergency Road Clearance	<u>\$ Per Hour</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the clearing of eligible debris from ROW and critical Authorized User-owned infrastructure. Limited to 70 hours unless extended by Authorized User.	_____
2	ROW Vegetative Debris Removal (Collect & Haul)	
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	_____
B	15.1 to 30 miles	_____
C	30.1 to 60 miles	_____
D	60.1 miles and over	_____
3	ROW C&D Debris Removal (Collect & Haul)	
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW and Authorized User-owned property to an approved disposal facility.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	_____
B	15.1 to 30 miles	_____
C	30.1 to 60 miles	_____
D	60.1 miles and over	_____
4	Private Property Vegetative Debris Removal	
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible vegetative debris on private property to an approved DMS or other designated disposal facility. Only activated if authorized by FEMA.	<u>\$Per Cubic Yard</u>
A	0 to 15 miles	_____
B	15.1 to 30 miles	_____
C	30.1 to 60 miles	_____
D	60.1 miles and over	_____

5 Private Property C&D Debris Removal

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible C&D debris on private property to an approved disposal facility. Only activated if authorized by FEMA.

\$Per Cubic Yard

- A 0 to 15 miles _____
- B 15.1 to 30 miles _____
- C 30.1 to 60 miles _____
- D 60.1 miles and over _____

6 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures

Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible non-RACM structures on private property.

\$Per Cubic Yard

- A 0 to 15 miles _____
- B 15.1 to 30 miles _____
- C 30.1 to 60 miles _____
- D 60.1 miles and over _____

7 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures

Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible RACM structures on private property.

\$Per Cubic Yard

- A 0 to 15 miles _____
- B 15.1 to 30 miles _____
- C 30.1 to 60 miles _____
- D 60.1 miles and over _____

8 DMS Management and Operations

Work consists of all labor, equipment, fuel, and associated costs necessary for the construction, management, operation and remediation of DMS for acceptance, management, segregation, and staging of disaster related debris.

\$Per Cubic Yard

9 Reduction of Debris Through Grinding

Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.

\$Per Cubic Yard

10 Reduction of Debris Through Air Curtain Incineration \$Per Cubic Yard
 Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.

11 Reduction of Debris Through Open Burn \$Per Cubic Yard
 Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through open burn.

12 Haul-out of Reduced Debris to Final Disposal Site \$Per Cubic Yard
 Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility. Includes both residual ash from incineration or burn operations and residual mulch from grinding operations.

A 0 to 15 miles

B 15.1 to 30 miles

C 30.1 to 60 miles

D 60.1 miles and over

13 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs \$ Per Tree
 Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off.

A 6 inch to 12 inch diameter measured 4.5 feet above the ground

B 13 inch to 24 inch diameter measured 4.5 feet above the ground

C 25 inch to 36 inch diameter measured 4.5 feet above the ground

D 37 inch to 48 inch diameter measured 4.5 feet above the ground

E 49 inch and larger diameter measured 4.5 feet above the ground

F Hanger Removal (2" or greater at the break and price per Tree)

14 Removal of Eligible Hazardous Stumps \$ Per Stump
 Work consists of all labor, equipment, backfill, fuel, traffic control and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.

A 24 inch to 36 inch diameter measured 24 inches above the ground

B 37 inch to 48 inch diameter measured 24 inches above the ground

C 49 inch and larger diameter measured 24 inches above the ground

15 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs from Private Property

Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs on private property and hauled under Line Item No. 4. Only activated if authorized by FEMA.

\$ Per Tree

A	6 inch to 12 inch diameter measured 4.5 feet above the ground	_____
B	13 inch to 24 inch diameter measured 4.5 feet above the ground	_____
C	25 inch to 36 inch diameter measured 4.5 feet above the ground	_____
D	37 inch to 48 inch diameter measured 4.5 feet above the ground	_____
E	49 inch and larger diameter measured 4.5 feet above the ground	_____
F	Hanger Removal (2" or greater at the break and price per Tree)	_____

16 Removal of Eligible Hazardous Stumps from Private Property

Work consists of all labor, equipment, backfill, fuel, and associated costs necessary for the removal of eligible hazardous stumps on private property and transportation to an approved DMS or other designated disposal facility. Only activated if authorized by FEMA.

\$ Per Stump

A	24 inch to 36 inch diameter measured 24 inches above the ground	_____
B	37 inch to 48 inch diameter measured 24 inches above the ground	_____
C	49 inch and larger diameter measured 24 inches above the ground	_____

17 Removal of Eligible White Goods

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.

\$ Per Each

A	Without Freon recovery	_____
B	With Freon recovery	_____

18 Removal of Eligible Used Electronics

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.

\$ Per Each

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19 Removal of Hazardous Household Waste

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.

\$ Per Pound

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20	Removal of Abandoned Eligible Vessel	<u>\$ Per Linear Foot</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible abandoned vessels and transportation to an approved staging area.	
	A Land-based removal of sunken vessels with keeled hulls	_____
	B Marine-based removal of sunken vessels with keeled hulls	_____
	C Abandoned vessels on ROW or public property with keeled hulls	_____
	D Land-based removal of sunken vessels with flat or v-hulls	_____
	E Marine-based removal of sunken vessels with flat or v-hulls	_____
	F Abandoned vessels on ROW or public property with flat or v-hulls	_____
21	Removal Abandoned Eligible Vehicle	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible abandoned vehicles and transportation to an approved staging area.	
	A Removal of abandoned vehicles on ROW or public property	_____
	B Operation of vehicle and vessel storage site each day	_____
22	Removal and Disposal of Eligible Animal Carcass	<u>\$ Per Pound</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	
23	Removal of Eligible Tires	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible tires and transportation to an approved final disposal facility.	
24	Removal of Eligible Gasoline Powered Tools	<u>\$ Per Each</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal of eligible gasoline powered tools and transportation to an approved final disposal facility.	
25	Removal of Silt and Mud	<u>\$Per Cubic Yard</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the collection and transportation of eligible silt and mud on ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.	
	A 0 to 15 miles	_____
	B 15.1 to 30 miles	_____
	C 30.1 to 60 miles	_____
	D 60.1 miles and over	_____
	_____	_____

26	Collection, Staging and Screening of Sand	<u>\$Per Cubic Yard</u>
	Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the removal, staging and screening of eligible sand deposited on ROW or Authorized User-owned property and return of clean sand to location designated by Authorized User.	
A	Collection of sand, 0-10 miles	_____
B	Collection of sand, 10 miles and over	_____
C	Staging and screening of sand at Sand Staging Site	_____
D	Return of clean sand, 0-10 miles	_____
E	Return of clean sand, 10 miles and over	_____

Notes:

1. Line Items No. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 are based on incoming debris to DMS or final disposal.
2. Line Item No. 12 is based on outgoing debris from DMS.
3. If any line item is left blank or "N/A" is used in place of a price, the Price Proposal shall be declared irregular and Contracting Agency may reject the proposal.
4. In submitting a proposal, the Proposer acknowledges they have read and agree to the solicitation terms and conditions and their proposal is made in conformance with those terms and conditions.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the Proposer. I certify that the Proposal and pricing submitted is made in conformance with all requirements of the solicitation.

Company Name: _____ FEIN: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2024 by _____ who is personally known to me or who has produced identification and who did take an oath.

Notary Public: _____

Commission Expires: _____

ATTACHMENT I: 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 the 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 J: 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 the 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 this transaction imposed by section 31 USC 1352. 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 K: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

In accordance with 2 CFR Part 180 (OMB Guidance on Debarment and Suspension) 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 the 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 this transaction imposed by 31 USC 1352. 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 L: EVALUATION CRITERA FORM

Category A: Qualifications and Experience

The respondent provides firm and staff qualifications and demonstrates the firm's prior experience in providing disaster debris removal services and its familiarity with FEMA and other federal programs. Respondent clearly demonstrates an understanding of the scope of work and other technical or legal issues related to the project and provides a history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited. This will be graded on a 0-45 scale.

Category B: Cost Proposal

The Respondent provides a completed attached rate sheet consisting of hourly rates and per cubic yard rates. This will be graded on a 0 - 40 scale.

Category C: Proposed Strategy & Technical Approach

The respondent provides the firm's proposed strategy in providing disaster debris removal services to the City in responding to FEMA Major Disaster declared events. The respondent provides the firm's technical approach to perform the scope of services requested including procedures, methodologies, resources, systems, etc. This will be graded on a 0-10 scale.

Category D: Socioeconomic Contractor

The respondent provides a current copy of certificate of MBE/WBE/DBE. (Points will be awarded only if the current certificate is provided.) This will be graded on a 0-5 scale.

ATTACHMENT N: CONTRACTOR QUESTIONNAIRE

Contractor Information

Company Name:

Street Address:

County:

State:

Zip:

Telephone Number:

Facsimile Number:

Type of Organization (circle one):

FEIN:

Sole Proprietorship Partnership Joint Venture
Corporation

G.C. License No.:

Years in Business:

No. of Full Time Employees:

No. of Part Time Employees:

Website Address:

Method of Contact

Name:

Title:

Telephone Number:

E-Mail:

Authorized Signatures/Negotiators

Name:

Title:

Telephone Number:

E-Mail:

Name:

Title:

Telephone Number:

E-Mail:

Name:

Title:

Telephone Number:

E-Mail:

ATTACHMENT O: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as
Principal, and _____

as Surety, are hereby held and firmly bound unto as Owner in the penal sum of \$10,000 (Bid Guarantee) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a Proposal attached hereto and hereby made a part hereof to enter into an Agreement in writing, for the EMERGENCY DEBRIS REMOVAL SERVICES CONTRACT.

NOW, THEREFORE, this Bid Bond shall guarantee that the Principal will not withdraw his Proposal during the period of 120 days following the opening of the bids; that if his Proposal is accepted, Principal will enter into a formal contract with the Owner in accordance with the Request for Proposal; that Principal will submit a properly executed and authorized Standard Performance Bond and a Standard Labor and Material Payment Bond in a form furnished by the Surety and approved by Owner; and that in the event of the withdrawal of the Offer within the said period, or failure to enter into a contract and give said bonds within ten days after Principal has received notice of acceptance of his Offer, Principal and Surety shall jointly and severally be liable to the Owner for the difference between the amount specified in the Offer and such larger amount for which the Owner may contract with another party to perform the work covered by the Owner, up to the amount of the Bid Guarantee. This amount represents the damage to the Owner on account of the default of the Principal in any particular thereof.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

By: _____
Attorney-in-Fact

ATTACHMENT P – ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

Addendum No.: Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

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 therefore 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 the 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 Port Aransas identifier (if known); supplier Commercial and Government City of Port Aransas (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 PORT ARANSAS 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

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