



**City of Ingleside**  
2334 Hwy 361, Suite 162  
P.O. Drawer 400  
Ingleside, Texas 78362  
Phone: 361-776-2517

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**  
June 15, 2018

Notice is hereby given that sealed proposals will be accepted by the City of Ingleside, Comprehensive Emergency Disaster Recovery Services. The plans, specifications and details are available for download on the City's website at <https://inglesidetx.gov/finance/bids-and-proposals/>

Proposals are to be addressed to the City Secretary marked "Sealed Proposal" with the proposal name "(RFP EM 02-2018) Emergency Disaster Recover Assistance" marked on the outside of the envelope. Bidders shall forward an original, a digital copy, and seven (7) paper copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the City of Ingleside's City Hall at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing bidders and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Bidders are invited to attend the sealed proposal opening.

**PROPOSAL NAME:** Comprehensive Emergency Disaster Recovery Services  
**DUE DATE/TIME:** July 11, 2018 @ 2:00 pm  
**MAIL OR DELIVER TO:** Office of the City Secretary  
Ingleside City Hall temporarily at  
2334 Hwy 361, Suite 162  
Ingleside, TX 78362

Any questions relating to these requirements should be directed to Kimberly Sampson, City Secretary, at 361-776-2517. Technical questions should be directed to Shanna K. Owens, Emergency Management Coordinator, at 361-776-7422.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Kimberly Sampson  
City Secretary  
City of Ingleside, Texas  
Publish: Corpus Christi Time Caller June 15, 2018  
Ingleside Index June 20, 2018  
City of Ingleside Website June 13, 2018  
Texas Municipal League Website June 13, 2018

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## Proposal Submittal Checklist

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The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the proposal.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

1. Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the telephone number and E-mail address of Proposer.
2. An acknowledgment and/or response to each section of the proposal.
3. Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
4. Identification of three (3) entities for which the Proposer is providing or has provided Consulting Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
5. Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
6. Sample contract with compensation sections blank.
7. One (1) original, seven (7) copies and one (1) electronic version of the proposal should be mailed or delivered no later than 2:00 PM CST, Monday, November 13, 2017, to the City of Ingleside, 2334 Hwy. 361, Suite 162, Ingleside, TX 78362

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Company

---

Telephone Number

---

Address

---

E-mail Address

---

Authorized Representative (Please print)

---

Title

---

Authorized Signature

---

Date

## **1. Introduction to Proposers**

This Request for Proposal is to receive proposals from qualified firms regarding services for Comprehensive Emergency Disaster Recovery Services.

The following items are provided as general information and specifications as required by the City of Ingleside

### **1.1 Vendor Instructions**

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

### **1.2 Governing Law**

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that The City may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the City prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The City may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Kimberly Sampson, City Secretary of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to The City.

## **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the City prior to the submission of the proposal or with the proposal.

## **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

## **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

## **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and The City's response to questions; (2) the Contractor's Best and Final Offer if requested, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer if requested; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

## **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, The City's interpretation shall govern.

## **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

## **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### **1.13 Vendor Registration: SAM (System for Award Management)**

Vendors doing business with The City of Ingleside are required to be registered with the System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR / Fed Reg, ORCA, and EPLS. There is no fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

Proposers are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to proposal submission.

### **1.14 Evaluation**

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect The City’s judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s proposal, may also be noted and made part of the evaluation file. The City shall have sole responsibility for determining a reliable source. The City reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of The City.

### **1.15 Withdrawal of Proposal**

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Agent any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.16 Award**

The City reserves the right to award this contract on the basis of the Best Proposal in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals.

### **1.17 Ownership of Proposal**

All proposals become the property of The City of Ingleside and will not be returned to Proposers.

### **1.18 Disqualification of Proposer**

Upon signing this proposal document, a firm offering to sell supplies, materials, services, or equipment to The City certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of



business. Any or all proposals may be rejected if The City believes that collusion exists among the Proposers.

**1.19 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

**1.20 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the City Council of the City of Ingleside.

**1.21 Contract Obligation**

City Council of the City of Ingleside must award the contract, and the Mayor or other person authorized by the City Council, must sign the contract before it becomes binding on The City or the Proposer. Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

**1.22 Termination**

The City reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Proposer, or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies The City may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper services within the proper amount of time, and/or to properly perform any and all other requirements to The City's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

**1.23 Inspections**

The City reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using. If a proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, The City can reject the Proposer as inadequate.

**1.24 Testing**

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

**1.25 Loss, Damage, or Claim**

The Proposer shall totally indemnify The City against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify The City against all claims of loss or damage to the Proposer's and The City's property, equipment, and/or supplies.

**1.26 Taxes**

The firm and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

**1.27 Non-Discrimination**

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

**1.28 Conflict of Interest**

The agreement entered into pursuant to this RFP will contain the Proposer’s warranty that, except for bona-fide employees or selling agents maintained by the Proposer for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the proposer will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between The City and the Firm, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

**1.29 Waiver of Subrogation**

Proposer and Proposer’s insurance carrier waive any and all rights whatsoever with regard to subrogation against The City as an indirect party to any suit arising out of personal or property damages resulting from the Proposer’s performance under this agreement.

**1.30 Acknowledgment of Insurance Requirements**

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within ten (10) working days following notification of acceptance of its proposal; otherwise, The City may rescind its acceptance of the Proposer’s proposal. The insurance requirements are part of this package. 1.31 General Insurance Requirements

I. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

II. Auto Liability Limits:

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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III. Umbrella Liability Limits:

Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

**1.31 Worker's Compensation Limits:**

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by The City.

Certificates shall document Waiver of Subrogation provisions in favor of The City on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of The City on Commercial General Liability, Auto Liability, and Umbrella Liability policies. Certificates shall document reasonable cancellation provisions to protect the interests of The City.

Coverage and Limits set forth above are minimum requirements and may be adjusted by The City to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

Please direct Certificates of Insurance to the attention of Kimberly Sampson, City Secretary for approval and further handling.

Kimberly Sampson  
2334 Hwy. 361, Suite 162  
Ingleside, Texas 78362  
[ksampson@inglesidetx.gov](mailto:ksampson@inglesidetx.gov)

### **1.32 Delivery of Proposals**

All proposals are to be delivered by 2:00 PM CST, Wednesday, July 11, 2018 to:

**City of Ingleside  
2334 Hwy. 361, Suite 162  
Ingleside, Texas 78362**

The City will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Proposer. The City will not accept any responsibility for proposals being delivered by third party carriers. Proposer must submit one (1) original and six (6) exact duplicate, numbered copies of the proposal, and one (1) electronic version. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

List the Proposal Number on the outside of the box or envelope and note **“Request for Proposal Enclosed.”**

### **1.33 Questions**

Questions may be emailed to Shanna K. Owens, Emergency Management Coordinator at [sowens@inglesidetx.gov](mailto:sowens@inglesidetx.gov).

### **1.34 Tentative Schedule of Events**

November 2, 2017 Issuance of Request for Proposal  
July 11, 2018 Deadline for Submission of Proposal  
July 24, 2018 Recommendation for Award to City Council  
Contract Executed within 5 business days

**Please note:**

**The above schedule is tentative in nature. Dates listed are subject to change.**

## **2. FEMA Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **2.1 Damages, 2 CFR §200.326 Appendix II to Part 200 (A)**

- A. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- B. In the event of Contractor's breach of its performance obligations, City shall have all rights and remedies against Contractor as provided by law.

### **2.2 Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)**

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

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

### **2.3 Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))**

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

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR 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.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. 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.

E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### **2.4 Davis Bacon and Copeland "Anti-Kickback" Act, 2 CFR §200.326 Appen. II to Part 200 (D)**

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

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

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

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

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
2. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
3. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**2.5 Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

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

- A. 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.
- B. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor

responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for The City of 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 (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

- C. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work.

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

## **2.6 Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37

CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

## **2.7 Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

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



## **2.8 Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)**

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

## **2.9 Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)**

- A. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. 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.
- C. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **2.10 Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)**

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

## **2.11 Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

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

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

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

#### **2.12 Agreement with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321)**

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

#### **2.13 Access to Records**

- A. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. 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.

#### **2.14 Seal, Logo and Flags**

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

## **2.15 Compliance with Federal Law, Regulations and Executive Orders**

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

## **2.16 No Obligation by Federal Government**

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

## **2.17 Program Fraud and False or Fraudulent Statements or Related Acts**

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

## **3. RESPONSE FORMAT**

### **3.1 INTRODUCTION**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

### **3.2 ORGANIZATION OF PROPOSAL CONTENTS**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Bidder Identifying Information
- e. Bidder Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)

h. Other information that may be helpful in the evaluation

### **3.3 TRANSMITTAL LETTER**

The Bidder must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the City. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the City. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Bidder to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Bidder must provide, in its transmittal letter, a statement of qualifications for the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Bidder takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Bidder must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

### **3.4 EXECUTIVE SUMMARY**

The Bidder must provide an executive summary of its proposal that asserts that the Bidder is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Bidder must identify any services that are provided beyond those specifically requested. If the Bidder is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Bidder are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Bidder must realize that failure to provide the services specifically required may result in disqualification of the proposal.

### **3.5 TABLE OF CONTENTS**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

### **3.6 BIDDER IDENTIFYING INFORMATION**

Bidders must provide the following identifying information:

a. Name and address of business entity submitting the proposal;

- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Bidder's performance under the terms of this RFP;
- e. Name, address, email, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this RFP;
- f. The Bidder's Federal Employer Identification Number, City of Ingleside Vendor Number and City of Ingleside Business License Number, if any; g. Full name and address for each member, partner, and employee of the Bidder (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Bidder, including the ability of the Bidder to perform the functions required by this RFP and to provide those services represented by the Bidder in its response.

### **3.7 CONFLICT OF INTEREST**

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with the City or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee of the City or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with city employees may be cause for contract termination. The City will decide if an actual or perceived conflict should result in proposal disqualification.

Each Bidder must reveal any past or existing relationship between the Bidder, its principal, employees, or any affiliate or subcontractor, with any City agency, entity, City employee, or other person in anyway involved in the City's procurement and/or contracting processes. It shall be the sole prerogative of the City to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

#### **4. PROPOSAL SUBMITTAL**

The Proposal is due no later than July 11, 2018 @ 2:00 pm, and shall include the following:

Cover sheet identifying the contract/project being proposed, the name and address of Bidder, the date of the proposal, and the telephone and facsimile numbers of Bidder.

An acknowledgment and/or response to each section of the proposal.

Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

Identification of three (3) entities for which the Bidder is providing or has provided Comprehensive Emergency Disaster Recovery Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Bidder and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Bidder and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.

Same contract with compensation sections blank.

One (1) original, one (1) electronic copy and seven (7) copies of the proposal should be mailed to or delivered to:

**City of Ingleside  
Temporary location of City Hall  
P. O. Drawer 400  
2334 Hwy 361, Suite 162  
Ingleside, TX 78362**

Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

## **5. SCOPE OF SERVICES**

### **5.1 OBJECTIVE**

The City is seeking proposals from qualified Contractors to establish a Comprehensive Emergency Disaster Recovery Services contract for project management and various disaster related services. Services shall include, but not be limited to:

- a. Emergency Road Clearance
- b. Emergency Power Generators
- c. Temporary Satellite Communications
- d. Temporary Sanitary Facilities/Portable Housing Facilities
- e. Temporary Office and Storage Facilities
- f. Reefer and Refrigerator Container with an initial ice delivery
- g. Potable Water Truck and Drinking Water
- h. Mobile Fleet Repair Facilities, Technicians and Mechanics
- i. Temporary Signage and Traffic Control
- j. Canteen, inclusive of Operation and Staffing
- k. Right of Way (ROW) Debris Management
- l. Tree, Tree Stump and Tree Limb Removal
- m. Right of Entry (ROE) Debris Management
- n. Demolition of Structures
- o. Emergency Temporary Dry-in of Facilities
- p. Temporary Security
- q. Temporary Lighting
- r. Temporary Fueling Facilities, inclusive of storage and dispensing
- s. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc) with and without operators, including Rear-Loading Refuse Trucks
- t. Temporary Fencing
- u. Morgue/body recovery & disposal
- v. Temporary Housing and shelters (as needed)

The awarded contract shall not be considered exclusive and the City retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the City with special needs and events for other than full-scale disasters.

The City, at its sole discretion, may expand the scope of services to include additional requirements. 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. Information the City deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the City to award the contract(s) as follows:

a. Debris Management

- The following services shall not be split: ROW Debris Management, ROE Debris Management and Tree/Tree Stump/Limb Removal.
- The City anticipates this category may be awarded to multiple Contractors, as it is deemed to be in the best interest of the City.

b. Ancillary Services

- The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it is deems to be in the best interest of the City.
- Debris Management Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the City's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the City to award a two (2) year term contract, which shall commence immediately upon the City Manager's approval and signing of the contact. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted. Upon written approval by the City Council, this contract may be continued for an additional two year term.

Contractors are invited to propose services that they are qualified to perform. The City reserves the right to split the award of the resulting contract or award a service to multiple Contractors.

## 5.2 QUALIFICATIONS

The Contractor's company shall be currently engaged in Comprehensive Emergency Disaster Recovery Services on a full time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement



in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

### **5.3 PROPOSED SCOPE OF SERVICES**

Bidders shall submit a proposal for the following services. However, the proposals are not limited to the below list should the Bidder feel they might have similar services available that may be of benefit to the City.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation. The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the City of Ingleside.

The City seeks the following services:

#### **5.3.1 EMERGENCY ROAD CLEARANCE:**

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the City.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

City will compensate the Contractor based on FEMA Rates for Equipment/Labor.

### **5.3.2 EMERGENCY POWER GENERATORS:**

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the City. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.

Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.

The Contractor shall be responsible for fueling the provided generators and City owned generators on a daily basis or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, Emergency Power Generators. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor - City will compensate the Contractor based on a Cost Proposal Equipment/Labor Rate Schedule.

### **5.3.3 TEMPORARY SATELLITE COMMUNICATON:**

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. An initial ten (10) phones are required.

City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal, Satellite Communications. The City can at any time request a copy of the supplier's invoice for the pay request.

### **5.3.4 TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:**

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The contractor shall also obtain a legal subcontractor to service units as may be needed.

Comfort Station-10 stall units

Shower Units - 4 stall

Shower Unit- 6 stall

Shower Units -12 stall with 6 sinks

Portable laundry facilities

The units provided by the Contractor will be on a temporary weekly basis until the City's contracted vendor can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.

Waste products must be disposal at a legally operated disposal facility.

City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal, Temporary Sanitary Facilities. The City can at any time request a copy of the supplier's invoice for the pay request.

**5.3.5 REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:**

The Contractor shall provide a minimum of one (1) reefer container with ten (10) pallets of bagged ice and one (1) refrigerated container immediately following a disaster event. One (1) additional refrigerated truck shall be provided for exclusive use by the Morgue, if needed.

Placement of containers shall be as directed by the City.

The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required 24 hour maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, Refer and Refrigeration Containers w/Initial Ice Delivery. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

**5.3.6 POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:**

The Contractor shall provide a minimum of four (4) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of ten (10) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, Potable Water truck and Drinking Water. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

#### **5.3.7 MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:**

As directed by the City, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, Mobile Fleet Repair Facility. The City can at any time request a copy of the supplier's invoice for the pay request.

#### **5.3.8 TRAFFIC CONTROL AND SIGNAGE:**

As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. The following indicated the type of items to be provided and quantities:

200 each – Safety Code Type II Barricades with flashing lights

100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands

100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs

100 each – Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles

100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.

City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control (Item I). The City can at any time request a copy of the supplier's invoice for the pay request.

### **5.3.9 CANTEEN:**

As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding up to four hundred (400) City and Mutual Aid employees.

The City will compensate the Contract based on the following:

Equipment and Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage.

Staffing Labor - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, Canteen. The City can at any time request a copy of the supplier's invoice for the pay request.

### **5.3.10 RIGHT-OF-WAY DEBRIS MANAGEMENT:**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.

\* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The City and Contractor will tentatively plan the number of passes/sweep\* for debris pick up following a complete assessment of the volume of disaster generated debris.

\* "Passes/Sweeps" means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The City anticipates the tentative location of the TDSRS (Temporary Debris Storage and Reduction Site) Landfill sites:

Cefe Valenzuela Landfill 2397 County Rd. 20 Robstown, TX 78380  
27.630687, -97.579942

Gulley Hurst 1435 County Road 26, Corpus Christi, TX 78415  
27.718206, -97.488677

The City is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City.

This task shall consist of four (4) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).

Task services shall include:

- Picking up debris from right-of-way and transporting debris to the TDSRS;
- Reduction of debris at the TDSRS; and
- Loading and transporting reduced debris to a lawful disposal site.

The City will be requesting unit prices for the following services:

- Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;
- Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the four (4) types of debris;
- Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the City.
- Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the City and will be delivered to either TDSRS. In the above landfills is not accepting debris, the City will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the City's recognized recycling vendor within City of Ingleside. The City will reimburse the contractor as follows:

- One unit price for pick up and final disposal for each item at the City's Recycling Center.
- One unit price for pick up and final disposal for each item at a City recognized recycling vendor within City of Ingleside.
- One unit price for pick up and transportation to TDSRS for each item. The City will pick up units and determine final disposal.

Tipping fees at the negotiated rates shall be paid by the Contractor. The City reserves the right to negotiate tipping fees with the selected landfill(s). The City will not pay an administrative charge to the Contractor for this line item.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the City is requesting separate unit prices for pick up of right-of-way debris and transporting directly to a lawful landfill as directed by the City.

The City will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

The City will compensate the Contractor based on the Cost Proposal, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management.

#### **5.3.11 TREES, TREE STUMP AND TREE LIMB REMOVAL:**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the City, to the TDSRS for reduction and disposal.

The City will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

As directed by the City, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The City will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

City will compensate the Contractor as follows:

Trees/Tree Stump - City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per the Cost Proposal, Tree and Stump Removal. The City can at any time request a copy of the supplier's invoice for the pay request.

Tree Limbs - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

**5.3.12 RIGHT-OF-ENTRY DEBRIS MANAGEMENT (If implemented by the City):**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The City will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The City will compensate the Contractor based on the Cost Proposal, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management.

**5.3.13 DEMOLITION OF STRUCTURES (If implemented by the City):**

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City.

As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.



The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

The City will compensate the Contractor based on the Cost Proposal, Demolition of Structures.

**5.3.14 EMERGENCY TEMPORARY DRY-IN OF FACILITIES:**

As directed by the City, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are:

Roofing

Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.

Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Dry-in and secure a temporary roofing system, as approved by the City.

Overhead Doors

Remove existing overhead door.

Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Contractor may temporarily secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows

Remove unsafe glass and materials from window opening.

Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Contractor may temporarily secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

City will compensate the Contractor as follows:

Materials/Equipment - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per the Cost Proposal, Emergency Dry-In of Facilities. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

**5.3.15 TEMPORARY SECURITY PERSONNEL:**

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first forty-eight hours after disaster event.

City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, The City can at any time request a copy of the supplier's invoice for the pay request.

**5.3.16 TEMPORARY LIGHTING:**

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first forty-eight hours after disaster event.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal, Temporary Lighting.

Labor - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

**5.3.17 TEMPORARY PORTABLE FUELING SITES AND DISPENSING:**

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another disaster event should affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal, Portable Fueling Dispensing Unit and Services. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

**5.3.18 RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:**

As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

City will compensate the Contractor as follows:

Specified Equipment - City will compensate the Contractor based on Cost Proposal Equipment/Labor Rate Schedule.

Unspecified Equipment - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal Equipment/Labor Rate Schedule.

**5.3.19 TEMPORARY FENCING:**

As directed by the City, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first seventy-two (+/-) hours after disaster event.

City will compensate the Contractor as follows:

Equipment/Materials - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Cost Proposal. The City can at any time request a copy of the supplier's invoice for the pay request.

Labor and Specified Equipment - City will compensate the Contractor based on the Equipment/Labor Rate Schedule.

#### **5.4 STRATEGIC PLANNING**

The Contractor in conjunction with the City shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD in Adobe Acrobat format to the City for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. City staff will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the City staff prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the City and Contractor will discuss elements that may change or effect disaster recovery.

#### **5.5 MOBILIZATION**

The contractor is responsible to contact the City's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the City may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm bypasses the City:

The City will release the equipment to the Contractor for deployment outside of the City of Ingleside. This process shall be in writing with the City's Representative signature authorizing the release of the equipment. In the event the equipment cannot be redirected, the City shall compensate the Contractor based on the minimum term (daily, weekly, or monthly) of the Contractor's agreement for rental/lease.

In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:

- Verification of primary transportation routes, which require clearing;
- Debris removal strategy (i.e. landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc);
- Placement of emergency power;
- Placement of immediate need sanitary portable facilities/portable housing facilities;
- Placement of immediate need reefer and refrigerator containers and initial ice supply;
- Placement of a water trucks with potable water and emergency water; and
- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall be capable of deploying all resources for the following immediate need services within four (4) to six (6) hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the City;
- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance facility;
- Traffic control and signage; and
- Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 72 hours following an event for all other services.

## **6. PROJECT REQUIREMENTS**

### **6.1 OBJECTIVE**

Each proposal must include a detailed work plan that addresses how work for City of Ingleside would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the City of Ingleside City Manager and City of Ingleside Council.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of City of Ingleside.

### **6.2 BIDDER EXPERIENCE**

The successful Bidder must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. City of Ingleside City Manager reserves the right to approve each member of the team and to request substitutions.

The Bidder must describe in detail the current and historical experience the Bidder and its subcontractors have that would be relevant to completing the project. The Bidder must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Bidder and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Bidder to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Bidder must indicate whether the organizations so listed are included for the purpose of verifying the Bidder's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Bidder under the contract, and whether the Bidder was the contractor or subcontractor.

The Bidder must briefly state why it believes its proposed services best meet the City's needs and RFP requirements, and the Bidder also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **6.3 BIDDER PERSONNEL AND ORGANIZATION**

The Bidder must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Bidder in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the City an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the City approval.

City of Ingleside is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. City of Ingleside is committed to making available its personnel in a similar manner to enable the Performance Review team to perform its duties in a timely basis. Each Bidder is required to make a statement as to the availability of key personnel to City of Ingleside when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of City of Ingleside City Manager. All requested substitutes must be submitted to the City of Ingleside City Manager, or, together with their resumes, for approval.

Each of the successful Bidder's personnel is subject to removal from this project by City of Ingleside City Manager. In addition, if the person removed is among the project's key personnel, the replacement must be approved by City of Ingleside City Manager. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Bidder must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Bidder must provide any equipment, software, or data communication lines required by the successful Bidder's personnel to complete the work specified in this document. Each Bidder also must identify any personnel related through blood or marriage to the City or to any current employee of the City.

Each Bidder must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Bidder must assign a contact person to the project.

## **7. PROPOSAL EVALUATION AND SELECTION PROCESS**

### **7.1 INTRODUCTION**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **7.2 COST PROPOSAL**

The Bidder may utilize any form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal.

### **7.3 PROPOSAL EVALUATION AND SELECTION**

Prior to the receipt of proposals, the City will establish an Evaluation Committee. The Committee is expected to include representatives from City of Ingleside's Finance Department, Building, Public Works, Parks, and Emergency Management Department.

### **7.4 EVALUATION CRITERIA**

- a. Responsiveness (15 points). This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.
- b. Implementation Plan (25 points). Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Management and Performance Review Consulting Services requested by this RFP and in managing the project.
- c. Bidder Qualifications (25 points). This refers to the overall qualifications of Bidder and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Bidder's performance on previous local government projects.
- d. Personnel Qualifications (15 points). This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Bidder's project team on previous projects with the City and similar projects.



- e. Cost of Professional Services (20 points). This is the expected amount your firm would be compensated for services provided to the City. The City will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Bidder of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Bidder, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Bidder.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. City of Ingleside Emergency Management Department will collect all scores and aggregate the scores of all Committee members. The Emergency Management Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the City Council and/or City Manager.

Upon the selection of an apparent successful Bidder, the City Council or City Manager shall select a negotiation team who will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Bidder. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Bidder may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the City may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Bidders immediately following execution of a written contract.

Key staff of the City will be available to the successful Bidder on a reasonable basis, but may not be available on holidays or weekends.

**APPENDIX A. NON-DISCLOSURE AGREEMENT**

In consideration of City of Ingleside retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the City or any selected City agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the City, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the City, and then only in accordance with explicit written instructions from the City. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the City.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the City.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the City’s written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to City upon the first to occur of; (a) completion of the project, or (b) request by the City.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the City to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the City elects to terminate the Agreement upon the breach hereof, the City may require Consultant to pay to the City the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the City in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B. VENDOR REFERENCES**

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name:

Address:

Contact Person and Title:

Phone: Fax:

Contract Period: Scope of Work:

REFERENCE TWO

Government/Company Name:

Address:

Contact Person and Title:

Phone: Fax:

Contract Period: Scope of Work:

REFERENCE THREE

Government/Company Name:

Address:

Contact Person and Title:

Phone: Fax:

Contract Period: Scope of Work:

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX C. SIGNATURE PAGE**

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. City of Ingleside shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?  Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

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

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX D. CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor or other person doing business with local government entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.  By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.  A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.	<b>OFFICE USE ONLY</b>
	1. Name of person doing business with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.
4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

**BIDDER MUST RETURN THIS PAGE WITH BID**

**CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ Page 2 For vendor or other person doing business with local government entity**

5. Name of local government officer with whom filer has affiliation or business relationship.  
 (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C&D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:
6. Describe any other affiliation or business relationship that might cause a conflict of interest.
7.  _____
Signature of person doing business with the governmental entity Date

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX E. GOOD FAITH EFFORT (GFE)**

**DETERMINATION CHECKLIST**

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the minimum efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

Yes No 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

Yes No 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?

Yes No 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

Yes No 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

<u>Printed Name of Authorized Representative</u>	<u>Signature</u>
Title	Date

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX F. NOTICE OF INTENT (NOI)**

**TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the City Secretary's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: HUB: p Yes p No

Address: \_\_\_\_\_

Street City State Zip

Phone (with area code): Fax (with area code):

Project Title & No.:

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: TX. Bldg & Procurement Comm. City of Ingleside, TX Unified Certification Program.

Address: \_\_\_\_\_

Street City State Zip

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: % \_\_\_\_\_

Description of Subcontract Work to be Performed:

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Printed Name of Contractor Representative	Signature of Representative	Date
--	--------------------------------	------

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Printed Name of HUB	Signature of Representative	Date
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**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the City of Ingleside City Secretary's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.



**APPENDIX G. HISTORICAL UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM  
PAGE 1 OF 4**

This information must be submitted with your bid.

Prime Contractor: HUB: Yes No

HUB Status (Gender & Ethnicity):

Address: \_\_\_\_\_

Street City State Zip

Phone (with area code): Fax (with area code):

Project Title & No.: IFB/RFP No.:

Total Contract:   \$   Total HUB Subcontract(s):   \$  

Construction HUB Goals: 12.8% MBE::   %   12.6% WBE:   %  

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.

Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified      Date:      Initials:  
HUB Sub information

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Program.

Address: \_\_\_\_\_

Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount:   \$   Percentage of Prime Contract:   %  

Description of Subcontract Work to be Performed:

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

**PAGE 2 OF 4**

**HUB SUBCONTRACTOR DISCLOSURE**

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: TX. Bldg & Procurement Comm. City of Ingleside TX Unified Certification Program.

Address:

Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: TX. Bldg & Procurement Comm. City of Ingleside TX Unified Certification Program.

Address:

Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

**PAGE 3 OF 4**

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

All subcontractors to be utilized are "Non-HUBs." (Complete Part III)

HUBs were solicited but did not respond.

HUBs solicited were not competitive.

HUBs were unavailable for the following trade(s):

Other:

Was the City of Ingleside HUB Office contacted for assistance in locating HUBs? Yes No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name:

Address: \_\_\_\_\_

Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: % \_\_\_\_\_

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: \_\_\_\_\_

Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: % \_\_\_\_\_

Description of Subcontract Work to be Performed:

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM  
PAGE 4 OF 4**

Subcontractor Name:

Address: \_\_\_\_\_

Street City State Zip

Contact person:                      Title:

Phone (with area code):      Fax (with area code):

Proposed Subcontract      \$                                      Percentage of Prime Contract:      %  
Amount:                                      \_\_\_\_\_

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: \_\_\_\_\_

Street City State Zip

Contact person:                      Title:

Phone (with area code):      Fax (with area code):

Proposed Subcontract      \$                                      Percentage of Prime Contract:      %  
Amount:                                      \_\_\_\_\_

Description of Subcontract Work to be Performed:

I hereby certify that I have read the HUB Program Instructions and Information, truthfully completed all applicable parts of this form, and attached any necessary support documentation as required. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type):

Title:

Signature:

Date:

E-mail address:

Contact person that will be in charge of invoicing for this project:

Name (print or type):

Title:

Date:

E-mail address:

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX H. RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 et seq., as amended, City of Ingleside requests Resident Certification. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.  
 I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
 \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):
Company Name submitting bid/proposal:
Mailing address:
If you are an individual, list the names and addresses of any partnership of which you are a general partner:

Property: List all taxable property owned by you or above partnerships in City of Ingleside.

City of Ingleside Tax Acct. No.*	Property address or location**
----------------------------------	--------------------------------

\* This is the property amount identification number assigned by the City of Ingleside Appraisal District.  
 \*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.  
 Do you carry Health Insurance on your employees? Yes No  
 If yes, what is the percentage of employees insured? \_\_\_\_%

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX I. BID AFFIDAVIT**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF \_\_\_\_\_ CITY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_, who  
(Name)

after being by me duly sworn, did depose and say:

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(Name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(Name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(Name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for

the State of \_\_\_\_\_

**BIDDER MUST RETURN THIS PAGE WITH BID**

**APPENDIX J. AGREEMENT**

Agreement to Supply: Contract No.:

This agreement, made and entered into this the day of \_\_\_\_\_, 2018, by and between City of Ingleside, a City of the State of Texas, hereafter called the "City"

And Name of Contractor:

Address:

City: State: Zip:

A Corporation A Partnership An Individual Other:

Authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal for supply the requirements of the City for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the City.

Formal authorization of the contract was adopted by City Council on: \_\_\_\_\_.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide emergency debris assistance, during the period beginning and ending for the requirements listed above and according to the following specifications, terms, covenants, and conditions:
  - a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP and the Contractor's bid in response form a part of this contract and by reference made a part hereof.
  - b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
    - i. This contract for RFP
    - ii. The City's RFP and all addenda thereto
    - iii. Contractor's proposal in response to the City's RFP
  - c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.
  - d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.
  - e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The City shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.
  - f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: City of Ingleside Office, 2334 Hwy 361, Suite 162, Ingleside, TX 78362.

- g. If discount, other than prompt payment terms applies, such discount must appear on the invoice.
- h. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the City, its successors and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the City cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.
- i. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the City Secretary indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Kimberly Sampson  
 City of Ingleside City Secretary  
 2334 Hwy 361, Suite 162  
 Ingleside, TX 78362

- 2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract.
- 3. Contract Summary:
  - a. Attachments: Vendor's proposal and blank copy of RFP specifications.
  - b. Payment terms: per RFP.
  - c. Delivery: per RFP.
  - d. Insurance: Yes No
  - e. Performance Bond/Letter of Credit: Yes No
- 4. Contractor's Phone Number:
- 5. Contractor's Fax Number:
- 6. Contractor's e-mail: web site address:

City of Ingleside

Ronnie Parker, City Mayor    Date

Kimberly Sampson, City Secretary

Approved as to Form by:

Mike Morris, City Attorney

Name of Company Officer (print)

By:

Authorized Officer's Signature

Title:      Date: