

VILLAGE OF TIKI ISLAND

**DISASTER DEBRIS MONITORING SERVICES AND
FEDERAL EMERGENCY MANAGEMENT AGENCY
("FEMA") PUBLIC ASSISTANCE GRANT
ADMINISTRATION AND CONSULTING SERVICES**

REQUEST FOR PROPOSALS ("RFP") NO. 24-06-01

Prepared by:

Village of Tiki Island
802 Tiki Dr.
Tiki Island, TX 77554

JUNE 2024

VILLAGE OF TIKI ISLAND

**REQUEST FOR PROPOSALS (“RFP”) FOR
DISASTER DEBRIS MONITORING SERVICES AND
FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION
AND CONSULTING SERVICES**

RFP NO.: 24-06-01

NOTICE TO PROPOSERS

NOTICE IS GIVEN that the Village of Tiki Island, TX (the “City” will be accepting sealed Proposals for its City RFP No. 24-06-01, “Disaster Debris Monitoring Services and FEMA Public Assistance Grant Administration and Consulting Services”.

Proposals will be accepted on DemandStar or by delivery to Village of Tiki Island, 802 Tiki Dr., Tiki Island, TX 77554 until July 11, 2024 at 9:00 a.m. EST. Proposals received after this time will be rejected.

All electronic submissions will remain confidential and exempt from public record requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained on DemandStar or from the City Website at www.villageoftikiisland.gov.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal meeting will be held on Wednesday June 26, 2024, at 10:30 A.M. using Zoom meeting software. For meeting invitation, please e-mail tikiisland@comcast.net All Proposers and interested persons are invited to attend the meeting, which will outline the Project as described in the Proposal, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Proposal and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City website, www.villageoftikiisland.gov, for all interested persons identified by the Owner as having received the Proposal Documents. The Proposer is required to check these sites to see if there has been any addendum or addenda posted for this Proposal. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect. Proposals from those who have failed to participate will not be opened. Proposers arriving past the indicated time will not be eligible to submit a Proposal. For information and instructions on joining this conference, please contact the Procurement Department at tikiisland@comcast.net

PROPOSAL SUBMISSION

Responses may be submitted via DemandStar or delivered to Village of Tiki Island, 802 Tiki Dr. Tiki Island, TX 77554. All sealed proposals must be clearly labeled **“RFP 24-06-01 Disaster Debris Monitoring Services and FEMA Public Assistance Grant Administration and Consulting Services”**.

All Proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the Proposal. No Proposer may withdraw a Proposal within ninety (90) calendar days after the Proposal opening date.

A certified check, cashier's check, bank officer's check, or bid bond for Five Thousand Dollars (\$5,000.00), made payable to the Village of Tiki Island shall accompany each proposal.

Proposals will be publicly opened and read aloud at 11:00 A. M., on the Proposal due date referenced above using Zoom Meeting in the presence of the City Clerk or designee on the above stated date. Award of the Proposal will be made at a subsequent Board of Aldermen meeting.

All Proposers are advised that the City has not authorized the use of the City seal by individuals or entities responding to City Proposals.

Proposers shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The Village of Tiki Island reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make an award in the best interests of the City.

Published on: June 10, 2024

**DISASTER DEBRIS MONITORING SERVICES AND
FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION AND CONSULTING**

This RFP is for two categories of services identified as Part I “Disaster Debris Monitoring Services”, and Part 2, “FEMA Public Assistance Grant Administration and Consulting Services”. There shall be one ranking based upon the Proposers’ responses to both parts of the RFP.

PART 1 - DISASTER DEBRIS MONITORING SERVICES. The Village of Tiki Island, soliciting Proposals to obtain the services of a qualified firm to perform work concerning post hurricane and weather event debris collection monitoring and related services and collection and debris site monitoring services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (“FHWA”), Texas Department of Transportation (“TXDOT”), Texas Department of Health and Human Services (“TDHHS”), and the Texas Commission on Environmental Quality (“TCEQ”) in conjunction with the City’s needs. Specific services include:

- Monitor contractor recovery operations and recommend efficiencies.
- Accurately measure and certify truck capacities (recertify on a regular basis).
- Properly and accurately complete and physically control load tickets (in tower and field)
- Entering load tickets into a database application.

- Developing daily operational reports to keep the City informed of work progress.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices.
- Record pertinent information in format required for reimbursement by FEMA.
- Disaster related damage assessment and reconstruction services, as needed.
- Final report and appeal preparation and assistance.
- Other disaster recovery services as requested by the City.

PART 2 - FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION AND CONSULTING. The Proposer shall perform work concerning FEMA Public Assistance Grant Administration and Consulting. The City desires to maximize cost recovery from FEMA for costs related to hurricane and any other declared emergency event, and to work with FEMA on post hurricane assistance. The selected Proposer will be expected to follow FEMA requirements to provide disaster debris monitoring services to include: debris generated from the public rights-of-way, private property, drainage areas/canals, and waterways. The City desires to hire a contractor(s) to perform work concerning FEMA Public Assistance Grant Administration and Consulting. The City desires to maximize cost recovery from FEMA for costs related to hurricane and other declared emergency events, and to work with FEMA relating to post hurricane assistance. Specific services include:

- Providing advice on FEMA recovery programs.
- Taking the lead on gathering documents and reporting costs to FEMA.
- Assist the City in submitting claims and obtaining obligation from FEMA for eligible costs incurred.
- Assisting City staff with recovery of hurricane costs from FEMA / Texas Division of Emergency Management.
- Assist City in developing damage inventory.
- Draft and manage project worksheets, assist with damage description, assessment, design, scopes of work, and cost schedules.
- Provide advice on FEMA eligibility versus insurance claims resolution, to maximize reimbursements.
- Oversight of project claims processing and reporting.
- Development and execution of FEMA appeals.
- Closeout support.
- Advise City on compliance with applicable regulations, including from FEMA and State of Texas.
- Review and provide comments on City procurement for Debris Removal Services for consistency and compliance with FEMA regulations.

The qualified Proposer shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the work. The qualified Proposer shall be knowledgeable of FEMA guidelines and have the professional expertise, experience, and manpower to perform the services requested. Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. (FEMA Super Circular:

[2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - Content Details - CFR-2023-title2-vol1-part200 \(govinfo.gov\)](https://www.govinfo.gov/content/details/CFR-title2-vol1-part200)

as detailed in this ATTACHMENT "C" of this Proposal document as incorporated into this RFP in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Removal and Disposal Services. The City maintains contract(s) with contractor(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Monitoring Services. Contractors **shall not** include Proposals that include Debris Removal and Disposal Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency by the City. There is no guarantee any contract resulting from the RFP will be activated or any work may be performed.

Proposals must be received via DemandStar or delivery to Village of Tiki Island, 802 Tiki Dr., Tiki Island, TX 77554 **on or before the date and time referenced above.** Any

Proposals received after 9:00 a.m. on that date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

The City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

REQUEST FOR PROPOSALS RFP NO. 24-06-01

**DISASTER DEBRIS MONITORING SERVICES
AND
FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION AND CONSULTING**

I. INTRODUCTION

PART 1 – DISASTER DEBRIS MONITORING SERVICES

The City is soliciting Proposals to obtain the services of a qualified Proposer to provide paper and electronic debris monitoring services following a debris generating event such as a hurricane, storm, or other event. The contract monitors are necessary to ensure applicable federal, state, and local laws, regulations, and guidelines and debris removal contracts are met by monitoring the debris removal from public access roads, rights-of-way, City maintained canals and waterways, and City owned/maintained public property; monitoring debris management sites; and field monitors to assure debris management plan and contracts are effectively and efficiently implemented. The qualified Proposer will provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and does not guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contract (“Contractor”) shall advise and support the City during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the City’s Debris Collection Contractors (“DCC”) and recommending efficiencies to improve and expedite DCC recovery work.

Contracts must meet rules for federal grants, as provided in Title 2, C.F.R. § 200 for contracts awarded by non-federal entities under Federal Awards which are incorporated into this RFP by reference as if enumerated in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This Proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and Appendix II as detailed in EXHIBIT C to this document and shall apply to all contracts issued pursuant to this Request for Proposal.

PART 2- FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION AND CONSULTING

Additionally, the City desires to hire a Proposer to perform work concerning FEMA Public Assistance Grant Administration and Consulting. The City desires to maximize cost recovery from FEMA for costs related to hurricane and other declared emergency events. The work is post hurricane assistance. Specific services include:

- Providing advice on FEMA recovery programs.
- Taking the lead on gathering documents and reporting costs to FEMA.
- Assist the City in submitting claims and obtaining obligation from FEMA for eligible costs incurred.
- Assisting City staff with recovery of hurricane costs from FEMA / Texas Division of Emergency Management.
- Assist City in developing damage inventory.
- Draft and manage project worksheets, assist with damage description, assessment, design, scopes of work, and cost schedules.
- Advice on FEMA eligibility versus insurance claims resolution, to maximize reimbursements.
- Oversight of project claims processing and reporting.
- Development and execution of FEMA appeals.
- Closeout support.
- Advise City on compliance with applicable regulations, including from FEMA and State of Texas.
- Review and provide comments on City procurement for Debris Removal Services for consistency and compliance with FEMA regulations.

Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors. The successful contractor shall be awarded a contract for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may only be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

II. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:

The Village of Tiki Island, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which

encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

III. INFORMATION

For information pertaining to this Request for Proposals (RFP), email the Procurement Department at tikiisland@comcast.net. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

IV. SCHEDULE OF EVENTS

RFP Documents Issued	June 11, 2024
Deadline for Written Questions	July 2, 2024
Deadline for Receipt of Proposals	July 11, 2024
Evaluation of Proposals	Week of July 11, 2024
Anticipated Award by Board of Aldermen	July 16, 2024

All dates are tentative. City reserves the right to change scheduled dates.

**INSTRUCTIONS TO PROPOSERS AND
STANDARD TERMS AND CONDITIONS
RFP 24-06-01**

**DISASTER DEBRIS MONITORING SERVICES AND FEMA PUBLIC
ASSISTANCE GRANT ADMINISTRATION AND CONSULTING SERVICES**

1. GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to the Village of Tiki Island by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Bids and Requests for Proposal. As such the words "Proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposals. The Village of Tiki Island reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re- advertise for Proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the Village of Tiki Island. Any and all special conditions in this RFP or any document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Proposals are defined as follows:

- a) "**Proposal**" – Documents submitted by a Proposer as a response to this solicitation
- b) "**Proposer**" – one who submits a Proposal in response to this solicitation.
- c) "**Successful Proposer**" - the qualified, responsible and responsive Proposer to whom or to which City (on the basis of City's evaluation) makes an award.
- d) "**City**" - the Village of Tiki Island a municipal corporation of the State of Texas.
- e) "**Proposal Documents**" - the Request for Proposals, Instructions to Proposals, Proposer's Qualifications Statement, Non-Collusion Affidavit, Contractor Drug-Free Workplace, Proposer's Proposal, Proposer Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- f) "**Contract**" -- a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term as used in this part does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub- award (see 2 C.F.R § 200.92 Sub-award).
- g) "**Contractor**" – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract.. 2. The individual(s) or firm(s) to whom or to which the award is made and who or which executes the Contract Documents.
- h) "**Notice to Proceed**" – a written notice by the City notifying Contractor to commence work in response to an emergency incident. Such notice to proceed will provide a date on which work is to commence.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this Proposal, the Special Conditions, the Scope of Work, or both as applicable shall prevail.

4. INSTRUCTION TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing their Proposals. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

4.1 **Qualifications of Proposers:** No Proposal will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village of Tiki Island, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the Board of Alderman of the Village of Tiki Island. The Proposer must possess at least five (5) years demonstrated experience in monitoring storm debris collection and disposal. The Proposer must have sufficient qualified staff to complete the work in the time required. Minority, women-owned, and labor surplus area businesses and firms are encouraged to submit Proposals.

4.2 **Personal Investigation:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the City staff or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract. Before submitting a Proposal, each Proposer must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Project Contact person of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

4.3 **Inconsistencies:** Any seeming inconsistency between different provisions of specifications, Proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals. After Proposals are opened, the Proposers shall abide by the decision of the City Attorney or designee as to such interpretation.

4.4 **Omission of Details, Variances and Exceptions.** The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations, corrections or both will be interpreted to mean that the Proposer meets all the requirements in every respect.

4.5 Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern. All costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of the Proposal opening. The Proposal price shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

4.6 Performance Bond and Insurance. Upon award of a contract, the Successful Proposer, as required within the scope of the solicitation, may be required to submit performance bonds, payment bonds or both. Proposer shall provide certificates of insurance in the manner, form and amount(s) specified.

4.7 Summary of Documents To Be Submitted With Proposals. The following is a summary of documents required to be submitted for this Proposal. Failure to include a technical Proposal, cost Proposal, Proposal surety (if required below), or any other document that, by its omission, may prejudice the rights of other possible Proposers or respondents, may result in immediate rejection of a Proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive.

- (a) Technical Proposal and Work Plan
- (b) Cost Proposal (See "Proposal Form")
- (c) Project schedule which includes a breakdown of estimated hours to be worked by each of the project team members
- (d) Organization and Management
- (e) Proposer's Qualifications Statement Form and References
- (f) Similar Projects within the last 5 years
- (g) Drug Free Workplace Form
- (h) Non-Collusion Affidavit Form
- (i) Certification on no federal funding appropriated
- (j) Conflict of Interest Questionnaire
- (k) Nepotism Statement
- (l) Debarment, Suspension, Ineligibility Statement
- (m) Boycott Statement
- (n) Proof of applicable insurance.
- (o) Performance Bond
- (p) Proposal Bond
- (q) Listing of any Subcontractors to be utilized.
- (r) The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.
- (s) A certified check, cashier's check, bank officer's check, or Proposal bond for FIVE THOUSAND DOLLARS (\$5,000.00), made payable to the Village of Tiki Island must

accompany each Proposal.

4.8 Addenda and Interpretations: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any Proposer. Prospective Proposers must request from the City Clerk or City designee such interpretation in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of responses. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent by certified mail with return receipt requested, to all prospective Proposers (at the address furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of Proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under the Proposal as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that it has all addenda before submitting a Proposal.

4.9 Non Collusion Affidavit. Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

4.10 Conflict of Interest. The award of any contract under this RFP is subject to the provisions of Chapter 117, Texas Local Government Code. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the Village of Tiki Island or any of its agencies. Further, all Proposals must disclose the name of any officer or employee of the Village of Tiki Island who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

4.11 Legal Conditions: Proposers are expected to familiarize themselves with the provisions of the laws of the United States and State of Texas, and with the provisions in the Charter and the ordinances of the Village of Tiki Island.

4.12 Forms and Proposals: Proposals will be received until July 11, 2024, at 9:00 a.m. EST, either via DemandStar or delivery to Village of Tiki Island, 802 Tiki Dr., Tiki Island, TX 77554. Each Proposal and its accompanying statements must be made on the blanks provided. The forms must be submitted in good order and with all the blanks filled in.

4.13 One (1) original, (2) copies and one electronic copy must be enclosed in a sealed envelope when submitted to the Office of the City Secretary, Village of Tiki Island, 802 Tiki Dr., Tiki Island, TX 77554, and all outer packaging must show the name of the Proposer and be clearly marked "Sealed Proposal RFP No. 24-06-01 – Disaster Debris Monitoring Services and FEMA Public Assistance Grant Administration and Consulting Services." The Proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the Proposer's principal's properly written authority to such deputy or subordinate must accompany the Proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the City Secretary as stated above, within the specified time. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

4.14 Proposal RFP Bond: A certified check, cashier's check, or bank officer's check, or RFP bond for the sum of FIVE THOUSAND DOLLARS (\$5,000.00), made payable to the Village of Tiki Island, or Proposal bid bond in such amount, shall accompany each Proposal as evidence of the good faith and responsibility of the Proposer. The check or bond shall be retained by the City as liquidated damages should the Proposer refuse to or fail to enter into a Contract for the execution of the work embraced in this Proposal, in the event the Proposal of the Proposer is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

The above bond or check shall be a guarantee that the Proposer will, if necessary, promptly execute a satisfactory Contract and furnish good and sufficient bonds. As soon as a satisfactory Contract has been executed and the bonds furnished and accepted, the check or bond accompanying the Proposal of the successful Proposer will be returned to it. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to it upon the acceptance of the Proposal of the successful Proposer. If the successful Proposer shall not enter into, execute, and deliver such a Contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the Village of Tiki Island as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

4.15 Filling in Proposals: All prices must be written in the Proposal and also stated in words, and all Proposals must fully cover all items for which Proposals are asked and no other. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall state that the Proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative disclose such fact in writing to the Village of Tiki Island.

4.16 Proposals Firm for Acceptance: Proposer warrants, by virtue of proposing, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of ninety (90) days from the date of Proposal opening.

4.17 Withdrawals: Any Proposer may, without prejudice, withdraw a Proposal at any time prior to the expiration of the time during which Proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the Proposal. After expiration of the period for receiving Proposals, no Proposal can be withdrawn, modified, or explained. Should Proposer withdraw its Proposal after expiration of the period for receiving Proposals, its bond shall be retained by the City.

4.18 Causes for Rejection: No Proposal will be canvassed, considered, or accepted which, in the opinion of the City Attorney, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineations, or failure to specify Proposals for all items called for in the schedule shall render the Proposal informal. A Proposer may be rejected if it has refused to work for a negotiated price or tried to renegotiate the price for debris removal services following a storm event.

4.19 Rejection of Proposals: To the extent permitted by applicable state and federal laws and regulations, the Village of Tiki Island reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The Board of Aldermen the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the Village of Tiki Island that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A Proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The Village of Tiki Island reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Proposal as they deem to be in the best interest of the citizens of the Village of Tiki Island, or the City may reject Proposals and re- advertise.

4.20 RFP Protest Procedure: After a Notice of Intent to Award a contract is posted, any actual or

prospective manufacturer or distributor claiming to be aggrieved in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Secretary. A protest must be filed by 5:00 P.M. on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFP Protest Bond, is both timely received by the City Manager's Office.

An RFP Protest Bond is to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFP Protest Bond shall be one percent (1%) of the amount of the pending award for which the bidder is protesting, or five thousand dollars (\$5,000.00), whichever is less.

4.21 **Protest Committee:** The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the Mayor. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the Mayor shall direct all appropriate steps be taken to remedy it.

In the event of a timely protest, the Mayor shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the Mayor then determines that the award of the contract is necessary without delay to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

4.22 **Award of Proposal:** The Board of Aldermen will award the Proposal to the most responsible and responsive lowest price Proposer that has at least five (5) years of experience monitoring storm debris collection and disposal. The Board of Aldermen will select one (1) primary contractor and may select up to two (2) additional qualified companies/firms. The Contractor(s) awarded the Proposal must have satisfactory references.

4.23 **Agreement:** The Proposer(s) to whom or to which an award is made shall execute a written agreement to do the work in the form attached to this RFP. The award may be canceled by the Board of Aldermen and awarded to the next lowest priced responsible and responsive Proposer. If this occurs, such Proposer shall fulfill every stipulation as if it were the original party to whom or to which an award was made. The Agreement will include specific insurance, performance bond, and indemnification requirements as set forth in the attached specifications. Proposers must submit any questions, issues, or concerns with the terms, language or both in the attached Agreement by the deadline for submitting requests for interpretations.

4.24 **Performance and Payment Bonds:** Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code. The performance and payment bonds must clearly and prominently display on the bond or on an attachment to the bond:

- A. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent;

Or

- B. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B,

Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free number.

The performance bond shall be solely for the protection of the Village of Tiki Island in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

4.25 Upon execution of the Contract the Contractor

4.26 Payment: Payment will be made when all work is completed to the satisfaction of the Mayor or designee. Successful Proposer shall submit invoices regularly, for no more than 30-day periods, as work progresses.

4.27 Audit of Contractor's Records: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years or the period of time in which federal or state agencies may review or audit the City for reimbursements received by the City for debris collection and removal monitoring services, whichever is longer. The City may also require submittal of the records, at no cost to the City, from the Contractor, any subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers

deemed necessary by the City to assure compliance with the Contract provisions.

4.28 Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from bidding or proposing for future contracts or disapproval as a subcontractor at the option of the City. The Contractor shall assure that a subcontractor will provide access to its records pertaining to the services upon request by the City.

4.29 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended): Contractors who apply or submit a Proposal for an award of \$100,000.00 or more shall file 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 shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

4.30 City: Failure by City to respond to an inquiry shall not excuse late or incomplete submissions.

5. SUBMISSION OF PROPOSALS

5.1 Proposals must be typed or legibly printed in blue ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.

5.2 All Proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

5.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the Proposer. The address and telephone number for any communications regarding the Proposal must be included.

5.4 Proposals shall contain an acknowledgment of receipt of all addenda.

5.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

5.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

5.7 Proposals shall be submitted to the City Secretary's Office on or before the time indicated in the Request for Proposals by the methods described above. If hand delivered or mailed, Proposals shall be submitted in a sealed envelope. The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Proposer

and should include all documents as specified in the Request for Proposals. City Secretary's Office staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.

5.8 In accordance with Texas Government Code §252.049(a)(b) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses to it are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential, proprietary or both which may be considered exempt under Texas Government Code §252.049

5.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

5.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of Proposal preparation, presentation, or both.

6. QUALIFICATIONS OF PROPOSALS

6.1 Each Proposer shall complete the Proposal's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required under it may constitute grounds for rejection of the Proposal.

6.2 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and employees, by the Galveston County Sheriff's Office. Proposer's submission of a Proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

6.3 No Proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, or who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of such determination. The City reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of Contract.

6.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

7. INSURANCE

7.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of the agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described in this RFP.

7.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and

amount as required by this Proposal or by the Board of Aldermen before beginning work under the Agreement. Proposer shall maintain such insurance in full force and effect during the life of the Agreement. Proposer shall provide to the City Secretary current certificates of all insurance required under this section prior to beginning any work under the Agreement.

7.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of a Proposer to obtain or maintain such insurance.

7.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

(a) The Contractor (the term “Contractor” refers to the successful Proposer in this RFP) shall not commence Work under the Agreement until Contractor has obtained all insurance required in this RFP, and not until such time that the coverages are approved by the Board of Aldermen. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence work on any subcontract until the subcontractor and all Coverages required of any subcontractor have been obtained and approved in writing by the Board of Aldermen. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

(b) **The following are requirements that must be met regarding the Proposer’s delivery of Certificates of Insurance for all coverages required in the Agreement and Proposal Documents:**

“**Preliminary**” certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with a Proposal submittal on the date and time of the Proposal opening.

If the “preliminary” certificates are not included with a Proposal submittal, then the City has the right to consider the submitted Proposal as non-responsive on the date and time of the Proposal opening. “Preliminary” Certificates may be issued without documentation of all “Special Provisions”. However, Contractor does understand that all provisions, including “Special Provisions” noted below are expected to be fully documented on or attached to the “Official” Certificates of Insurance as described below.

“**Official**” Certificates of Insurance must be delivered to the City Secretary’s office. If the “Official” certificates are not delivered on or before the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Apparent Low Proposal”, then the City has the right to consider the awarded Agreement to the successful Proposer as void and to negotiate a agreement with the next lowest responsive and responsible Proposer.

“**Special Provisions**”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

(c) **All Certificates of Insurance must clearly identify the agreement to which they pertain, including a brief description of the subject matter of the agreement.** The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Texas and any such companies’ financial ratings must be no less than A-VII in the latest edition of the

“BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

(d) Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect.

(e) THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONTRACTOR DELAY.

(f) The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Board of Aldermen of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

(g) **Comprehensive General Or Commercial Liability Insurance** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

(h) Special Provisions As To General Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply “Per Job”;
- “The Village of Tiki Island, Texas” is added as a named “Additional Insured”;
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

(i) **Workers' Compensation Insurance** shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor, in compliance with the "Workers' Compensation Law" of the State of Texas and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any work is sublet as otherwise addressed in the Agreement or Proposal Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

(j) **Special Provisions As To Workers' Compensation Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation.

(k) **Business Automobile Liability Insurance** shall be maintained, per occurrence with combined single limits for Bodily Injury Liability and Property Damage Liability of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

(l) **Special Provisions As To Automobile Liability Insurance: (to be confirmed on or attached to the Official Certificate of Insurance)**

- "The Village of Tiki Island" is added as a named "Additional Insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Waiver of Subrogation.

(m) **Subcontractor Insurance.** Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverages that the Contractor may

consider necessary, and any deficiency in the coverages or policy limits of any subcontractors will be the sole responsibility of the Contractor.

8. INDEMNIFICATION

8.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-contractor under Workers' Compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney fees, incurred by the City to enforce this agreement shall be borne by the Contractor. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Successful Proposer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at its sole expense and agrees to bear all other related costs and expenses, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any Successful Proposer, or any of the Successful Proposer's agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the City may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the City, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

8.2 Upon completion of all Services, obligations and duties provided for in the Agreement, or in the event of termination of the Agreement for any reason, the terms and conditions of this provision shall survive indefinitely.

8.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any

nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney fees) and costs.

8.4 The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney fees (including appellate attorney's fees) and costs. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained in this RFP is intended nor shall it be construed to waive City's rights and immunities under the common law or Texas Government Code as amended from time to time.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under the Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this RFP provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this document. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

10. DISBARMENT AND SUSPENSION

Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, I; and Chapter IV,6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV,6.d and Appendix C,2. d. In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include sub-awards and subcontracts. This includes parties that receive federal funding

indirectly, such as contractors to recipients and sub-recipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the federal government for purposes of the non-procurement common rule and Department of Homeland Security's implementing regulations, it does include some contracts awarded by recipients and sub-recipient.

11. DELIVERIES

Any item requiring delivery by the Proposer or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the Proposal price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part of it, without obligation if delivery is not made at the time specified in the Proposal.

12. WARRANTIES

12.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.

12.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

12.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

12.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

13. COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered, if any, as a result of this Proposal. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

14. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended.

15. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified in this RFP. Any of the items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City or replaced at the entire expense of the successful Contractor.

16. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not

discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex, pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that it will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

17. TAXES

Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

18. PERMITS, FEES AND NOTICES

Successful Proposer shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

During the performance of the Contract, there may be times when the Contractor will be required to obtain an Owner permit for such Work, or in connection with the items or services. It is the responsibility of the Contractor to insure that it has the appropriate Owner permits as may become necessary during the performance of the Contract. Any fees related to the Owner required permits in connection with the Contract will be the sole responsibility of the Contractor. Licenses, permits, and fees that may be required by Galveston County, state or federal entities are not included in the above list.

19. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the Proposal shall be just cause for cancellation of the Proposal award. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

20. TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services, or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFP without any further notice to the Proposer. City representatives will review the Services periodically to assure that the requirements of the contract are being met. If any portion of the Services are unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

21. TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by City upon fifteen (15) days' advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees or payments.

22. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under the contract, or if the Proposer shall violate any of the provisions of the contract, the City may upon written notice to the Proposer, terminate the right of the Proposer to proceed under the contract, or as to such part or parts of the contract for which there has been a default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed Services performed by the Proposer under the contract shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any Services completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Proposer, and the City may withhold any payments to the Proposer for the purpose of set-off until such time as the amount of damages due to the City from the Proposer can be determined.

23. SUCCESSORS AND ASSIGNS; ASSIGNMENT; SUBLETTING

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the contract. Neither party to the contract shall assign it or sublet it or any portion of it, without the advance written consent of the other.

24. EMPLOYEES OF THE PROPOSER

a. Proposers shall only designate employees who are sufficiently skilled to provide the required services specified in the RFP. Any person employed to provide the Services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to the Services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Proposer from performing the Services. Any interference with, or any abusive or threatening conduct toward any City representative, City assistants or inspectors by the Proposer, its employees or agents, or any member of the public shall be grounds for the City to terminate the contract and re-let the Services. The Proposer shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Services areas where Services are conducted in an acceptable and safe condition.

b. Proposer agrees that it or its officers, if a corporation or other legal entity, shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

25. TAXES

The Village of Tiki Island is exempt from all federal, state, and local taxes. An exemption certificate will be provided where applicable upon request.

26. LITIGATION

a. In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proposer, or any officer or director of the Proposer submitting the Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

b. In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proposer's ability to work with the City, its consultants and representatives and whether the City's experience with the Proposer indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Proposer.

c. A contract with the successful Proposer will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Texas shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THE CONTRACT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

d. All claims, counterclaims, disputes and other matters in question between City and the Consultant arising out of, relating to or pertaining to the contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Texas; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Galveston County, Texas, or the Federal District Court of the Southern District of Texas and appropriate appellate courts for such venue and jurisdiction.

27. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the RFP and resulting contract.

28. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the Proposal shows evidence

of unbalanced Proposal pricing, such Proposal may be rejected.

29. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

30. CONTINGENT FEES PROHIBITED

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

31. CONE OF SILENCE

Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“ITB”) or bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

a Board of Aldermen member, City’s professional staff including, but not limited to, the City Secretary and her staff, or any member of the City’s Evaluation Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Secretary or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Secretary shall issue a written notice as to the Cone of Silence to the affected departments, file, with a copy to each Board of Aldermen, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the Board of Aldermen meeting (whether a regular or special meeting) at which the Board of Aldermen make their recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

Oral communications at pre-bid conferences;

Public presentations made to the Board of Aldermen during any duly noticed public meeting;

Communications regarding the ITB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

Communications with the City Attorney and his staff;

Duly noticed site visits to determine the competency of a Proposer regarding the ITB during the time period between the opening of Proposals and the time the Board of Aldermen makes a recommendation;

Any emergency procurement of goods or services pursuant to City Code;

Responses to the City's request for clarification or additional information;

Contract negotiations during any duly noticed public meeting;

Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Secretary and staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Proposer shall render any ITB award or contract to the Proposer voidable by the City Secretary or Board of Aldermen. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

PROPOSER SELECTION

The City reserves the right to select the Proposer who or which represents the best value, and to accept or reject any Proposal submitted in response to this solicitation. The Board of Aldermen will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

A The Board of Aldermen will be responsible for selecting the most qualified Proposer and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Board of Aldermen.

After presentations, (if applicable), firms will be assigned a final score, with the highest-ranked Proposer moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the Board of Aldermen. No work on this project shall proceed without written authorization from the Village of Tiki Island.

The City reserves the right to enter into contract negotiations with the highest ranked Proposer. If the City and the highest ranked Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the second highest ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Compliance with Request for Proposals** [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

2. **Quality of Response**

- i. Clearly demonstrated understanding of the work to be performed.
- ii. Provide insight to the needs of the City through submitted Proposal.
- iii. Completeness and reasonableness of the Proposer's Proposal for accomplishing the tasks.
- iv. Provide creative alternatives that meet the intent and scope of the work in this solicitation.

3. **Qualifications, Experience and Knowledge of Reimbursement Programs, Procedures, and Guidelines**

- i. Knowledge and experience with programs, procedures, and reimbursement guidelines of FEMA, FHWA, TCEQ and any other applicable federal or state agencies

associated with funding of debris removal and recovery efforts.

- ii. Knowledge and experience in providing documentation necessary to facilitate maximum reimbursement in a timely manner.
- iii. Experience of key consulting team members in working with federal and State agencies.

4. **Resources -Ability of the Proposer to Provide Complete Monitoring Services**

- i. Relevant experience and past performance in Disaster Debris Monitoring Services with a minimum of five (5) years of experience in regards to the attached scope of work, service area, and amount of debris collected.
- ii. Number of similar projects.
- iii. Background in handling similar sized projects.
- iv. Degree of experience in complete monitoring and other services as required by the RFP.
- v. Experience of key consulting team members in areas identified under experience of Proposer.
- vi. Education, professional licenses, relevant experience.
- vii. If applicable, demonstrated experience and expertise of subcontractors and special contractors to be utilized.

5. **Availability and Ability to Respond in Timely Manner with Adequate Resources**

- i. Demonstrated plan and approach to respond at maximum capacity following a notice to proceed, with an estimated timeline for response and mobilization.
- ii. Demonstrated adequate resources to support this and all current commitments; including, but not limited to, labor force, vehicles, cell telephones, computers, cameras, safety equipment, supplies, etc. necessary to perform work pursuant to this RFP.

6. **Price Proposal** This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).

- i. The Proposer shall propose a not-to-exceed amount for complete execution of the Service as detailed in the RFP.
- ii. If proposing costs which may include alternate programs or services not covered in the base Proposal pricing, the Proposer, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

7. **Performance on Similar Recent Contracts**

- i. Provide contracts on all recent (five years) contracts for work similar in scope and size.
- ii. Proof of satisfactory or better performance on contracts of similar scope and size.

B. ACCEPTABILITY OF PROPOSALS

The Proposer shall be evaluated solely in accordance with the criteria set forth in this RFP. The Proposals shall be categorized as follows:

- 1. Acceptable;
 - 2. Potentially Acceptable; that is reasonably susceptible of being made acceptable;
- or
- 3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible Proposer whose Proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth below. The Village of Tiki Island reserves the right to accept the Proposal as a whole, or for any component of it if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points are combined for Part 1 and Part 2 and will be assigned to each Proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response	10 points
3. Qualifications, Experience and Knowledge of Reimbursement Programs, Procedures, and Guidelines	20 points
4. Resources - Ability of the Proposer to Provide Complete Monitoring Services and Grant Services	20 points
5. Availability and Ability to Respond in timely manner with Adequate Resources	20 points
6. Price Proposal	10 points
7. Performance on similar recent contracts	20 points

These weighted criteria are provided to assist Proposers in the allocation of time and efforts during

the Proposal preparation process. The criteria also guide the Board of Aldermen during the short-listing and final ranking of Proposals by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a “short-list” may be selected to make presentations to the Board of Aldermen, prior to a recommendation for award.

E. DISCUSSIONS AND PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Board of Aldermen. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City’s request.

All Proposers are advised that in the event of receipt of an adequate number of Proposals, which in the opinion of the Board of Aldermen require no clarification or supplementary information, such Proposals may be evaluated without discussion or need for presentations. Proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

The Board of Aldermen may conduct discussions with any Proposer who or which submits an acceptable or potentially acceptable Proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals. The Board of Aldermen reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposer is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

CONTACT WITH PERSONNEL OF THE CITY OF TIKI ISLAND OTHER THAN THE DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS. PLEASE SEE SECTION 32 “CONE OF SILENCE” FOR FURTHER INFORMATION.

ATTACHMENT “A” STATEMENT OF WORK

A. SCOPE OF PROPOSAL

PART ONE - SCOPE OF PROPOSAL FOR MONITORING DEBRIS REMOVAL

This statement of work describes and defines the services which are required for the execution of paper and electronic debris removal monitoring for the Village of Tiki Island (“City”). The Contractor shall provide all services described in this RFP. Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal. In the event of a disaster or emergency, the Contractor shall be on-call to provide disaster debris monitoring management services and FEMA Public Assistance Grant Administration and Consulting necessary to ensure the safety and well-being of all residents and visitors to the City. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Task Order issued by the City. Activities shall include, but are not limited to monitoring the following: field operations regarding all storm generated debris; debris pickup; debris hauling; debris staging and reduction; temporary debris storage site management; debris management; and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities and act in accordance with the City Debris Management Plan. The City reserves the right to add or remove road segments at the direction of the Mayor. Response activation will be through a Task Order issued by the City. While this contract scope provides for monitoring debris removal work off the state road system, no work on or off the State Road System is guaranteed. The City, at its sole discretion, may elect to perform work with in-house forces or other contract forces, or may cancel this contract at any time if in the best interest of the City.

The Contractor shall have experience in the Federal Emergency Management Public Assistance Program (FEMA-PA) and the Federal Highway Administration Emergency Relief Program (FHWA-ER), and other applicable federal, state, and local programs to assist the City and its Emergency Response and Recovery efforts. Proper documentation by the Contractor as required by FEMA, FHWA, and all other applicable federal, state, and local agencies is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency. The response of the Contractor to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TXDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the City shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The Contractor shall monitor the Disaster Debris Contractor’s (“DCC's”) progress and suggest and assist with implementing recommendations to improve efficiency. Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the City’s Debris Manager as changes occur.

The Contractor shall provide disaster debris monitoring management services **and FEMA Public Assistance Grant Administration and Consulting Services** to support the City in the

management of disaster debris removal and recovery resulting from but not limited to catastrophic events such as hurricanes, floods or tornadoes. When a major disaster occurs or is imminent, the City will contact the Contractor to advise it of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, or other natural disaster, monitoring crews may stage outside the strike area. In this case, the Contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Galveston County, Texas.

Contractor shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

Contractor shall monitor Debris Collection Contractor (“DCC”) activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the DCC is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

Also the Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, TCEQ, the State of Texas, and other federal, state, county, and local agencies, and coordination with state insurance representatives.

The Contractor will be responsible for tracking all the contract costs and adhering to the not to exceed limit as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amount per items Proposal is made under this Contract. No adjustment to Proposal prices will be considered due to increases or decreases in estimated quantities or fuel costs.

Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Link to the FEMA Super Circular is listed below:

[2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - Content Details - CFR-2023-title2-vol1-part200 \(govinfo.gov\)](https://www.gpo.gov/records/2023-01-11/2-CFR-200-UNIFORM-ADMINISTRATIVE-REQUIREMENTS-COST-PRINCIPLES-AND-AUDIT-REQUIREMENTS-FOR-FEDERAL-AWARDS-Content-Details-CFR-2023-title2-vol1-part200)

1. Emergency Push/Road Clearance Monitoring:

Contractor shall monitor the cutting, tossing and pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified and directed by the City or as specified by FEMA for a particular storm

event. The emergency push will normally be completed within the first seventy (70) work hours, as FEMA may change from time to time, following the activation of this contract, unless notified otherwise by the City. Normally, time and material rate shall be paid to the Debris Collection Contractor (DCC), however, the payment to DCC will be accordance with reimbursement rules established by FEMA. Contractor is responsible for keeping the City abreast of FEMA requirements. Unlike other categories of work eligible for Public Assistance grants, initial debris removal project worksheets typically do not have a defined scope of work, since precise quantities of debris are difficult to attain. Therefore, unit price contracts which pay by debris volume or weight removed are typically implemented. Unit price contracts require extensive monitoring to determine accurate quantities of eligible debris removed and disposed. As load tickets are compiled and accurate quantities are determined through monitoring, the scope of work for the project worksheet, or version, is established.

2. Debris Removal from Public Rights-of-Way (ROW):

Contractor shall monitor the DCC load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The Contractor will ensure compliance with regulations and instructions from FEMA and applicable state and local agencies regarding the collection, hauling and disposal of storm debris including other categories of debris including hazardous wastes. Contractor will prepare load tickets and verify debris was handled in accordance with FEMA requirements.

It is understood that the City's intent is to have the work performed and paid for in a manner consistent with FEMA reimbursement regulations.

3. Designation and Management of Staging Areas:

Contractor shall monitor staging areas in collaboration with the DCC for the purposes of truck/equipment certification and other operational service functions related to debris removal efforts.

4. Management of Tree Debris:

Tree debris is defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Contractor will monitor the removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines.

5. Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC as requested by the City Mayor, and continuing assistance throughout and subsequent to the work on the City's FEMA reimbursement requests.

SCOPE OF WORK - PART 2 – FEMA PUBLIC ASSISTANCE GRANT ADMINISTRATION AND CONSULTING.

Contractor will provide the Village of Tiki Island (CITY) with FEMA Public Assistance Grant Administration and Consulting. Contractor will maximize cost recovery from FEMA for costs related to hurricane and other declared emergency events. The work is post hurricane assistance. Specific services include:

- a) Providing advice on FEMA recovery programs
- b) Taking the lead on gathering documents and reporting costs to FEMA
- c) Assist the City in submitting claims and obtaining obligation from FEMA for eligible costs incurred.
- d) Assisting City staff with recovery of hurricane costs from FEMA / Texas Division of Emergency Management
- e) Assist City in developing damage inventory
- f) Draft and manage project worksheets, assist with damage description, assessment, design, scopes of work, and cost schedules
- g) Advice on FEMA eligibility versus insurance claims resolution, to maximize reimbursements
- h) Oversight of project claims processing and reporting
- i) Development and execution of FEMA appeals
- j) Closeout support
- k) Advise the City on compliance with applicable regulations, including for FEMA and State of Texas
- l) Review and provide comments on City procurement for Debris Removal Services for consistency and compliance with FEMA regulations

Contractor shall furnish all of the materials, tools, equipment, supplies, and labor necessary to perform the Services. Contractor represents to CITY, with full knowledge that CITY is relying upon these representations when submitting a Proposal, that Contractor is knowledgeable of FEMA guidelines and has the professional expertise, experience, and manpower to perform the services requested.

Compliance with FEMA Super Circular "2 CFR Chapter 2, Part 200 et al." is required. Following link to the FEMA Super Circular:

[2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS - Content Details - CFR-2023-title2-vol1-part200 \(govinfo.gov\)](https://www.gpo.gov/fdsys/pkg/CFR-2023-title2-vol1-part200/pdf/CFR-2023-title2-vol1-part200.pdf)

The work is funded through the Federal Emergency Management Agency (FEMA). All FEMA rules and regulations are applicable.

B. DEFINITIONS AND ACRONYMS

These acronyms are used throughout this solicitation:

FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
TXDOT	Texas Department of Transportation
TCEQ	Texas Commission on Environmental Quality
TXDHHS	Texas Department of Health and Human Services

City: The Village of Tiki Island

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Consultant: The Consultant is a person or entity which includes employees, partners, principals, agents, and assignees who are related to the agreement for the purpose of providing services, and will occasionally be referred to as a **Contractor** for purposes of this Proposal.

Contract -- a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term as used in this part does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub-award (see 2 C.F.R § 200.92 Sub- award).

Contractor – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2. The individual(s) to whom or firm(s) to which the award is made and who or which execute the Contract Documents.

Data Manager: Manager of data collected from monitoring operations and employed by the Contractor.

Debris: Debris consists of scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Contractor's employee(s) assigned to

the debris disposal site to manage disposal operations and monitor the Debris Removal Contractor's performance. The duties include, but are not limited to ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

Emergency Operations Center (EOC): An emergency operations center or EOC is a central command and control facility responsible for carrying out the principles of emergency preparedness, emergency management and disaster management functions at a strategic level in an emergency situation.

Exit Site Monitor: Employees of the Contractor who observe outbound trucks at Debris Management Site.

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States.

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.

Field Operations Manager: Employee of the Contractor who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.

Hand Held Units (HHU): Hand Held Units are devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.

Notice to Proceed: This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

Project Manager: The Project Manager is a Contractor employee who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

System: The word "System" is used in reference to the electronic portion of electronic debris monitoring.

System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.

Temporary Debris Management Sites: (TDMS) A Texas Commission of Environmental Quality authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. It may also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

Ticket Manager: Contractor responsible for overseeing the electronic ticket processing.

C. PERFORMANCE OF SERVICES

a) Description of Service:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements, rework or both as required, will be accomplished on a timely basis at no additional cost to the City. All monitors must meet FEMA training requirements and standards.

b) Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own vehicles and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis as specified in the Agreement. In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement. The City will not pay higher costs than the FEMA approved rate, or in a manner inconsistent with FEMA reimbursement regulations, regardless of what is identified in the Proposal or Agreement.

D. STANDARDS OF PERFORMANCE

1. Debris Management Plan:

Contractor shall assist in all disaster debris recovery planning efforts as required by City. The planning efforts shall include but not be limited to the development of a City Debris Management Plan prepared by Contractor. The plan will include as a minimum assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and action plans for debris management and clearance. The City will approve the Debris Management Plan in writing prior to its implementation.

2. Mobilization:

When a Notice to Proceed is given to the Contractor prior to a storm event, the Contractor is expected to pre-position equipment and labor in close proximity to the City for immediate use after the storm event to monitor the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources for the emergency push within four (4) hours and 100% of the required resources within eight (8) hours for the emergency push. Contractor will make all necessary arrangements to mobilize a minimum of 50% of the required resources within forty-eight (48) hours and 100% of the required resources within ninety six (96) hours to commence and conduct the storm debris collection and removal. The City may take actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

E. DEBRIS MONITORING SERVICES/OPERATIONS

E.1. Disaster Response Administration and Documentation

Upon award of this RFP and execution of the subsequent Contract, the Contractor shall identify a **Project Manager** who shall be responsible for the overall coordination and communication with the City.

Prior to activation of the Contract, the Contractor shall identify an **Operations Manager**. The Operations Manager shall be located on-site or accessible to City at all times the contract is operational and Services are being rendered.

The Project Manager and at his/her discretion other key personnel shall report to the Public Services EOC at a minimum of twenty-four (24) hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within six (6) hours after notification.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- a. Ensuring a sufficient number of trained debris monitors are available to monitor "first push" (cut and toss) operations.
- b. Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
- c. Providing tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- d. Providing tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- e. Providing data entry and document processing personnel, if applicable.
- f. Conducting safety meetings with field staff, as necessary.
- g. Responding to and documenting issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are full documented and reported.
- h. Coordinating daily briefings, work progress, staff, and other key items with the City.
- i. Scheduling, dispatching, and logistical operations of all team members.
- j. Hiring, training, deploying, and supervising inspectors.
- k. Scheduling work for all team members and contractors on a daily basis.
- l. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
- m. Tracking and coordinating with City personnel to respond to problems in the field, citizens' complaints, and to include commercial and residential property damage claims as a result of debris removal.
- n. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the City; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
- o. Conduct all safety inspections on a regular, predetermined and random basis. Ensure

the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.

- p. Monitoring removal contractors' progress and making/implementing recommendations to improve efficiency and speed up removal work.
- q. Assisting the City with responding to public concerns and comments
- r. Ensuring compliance with contracts by all subcontractors
- s. Scheduling and running periodic meetings with field staff and contractors.
- t. Ensuring the documentation of environmental authorizations and permits for temporary debris management sites and final disposal.
- u. Review and reconcile debris removal contractor invoices submitted to the City.
- v. Preparation of interim operations and status reports, and final report, as directed by the City.
- w. Report issues to their direct supervisor which require action (such as safety concerns, contractor non-compliance and equipment use)
- x. Accurately measure and certify truck capacities (recertify on a regular basis)
- y. Properly and accurately complete and physically control load tickets (in tower and field)
- z. Ensure that trucks are accurately credited for their load
- aa. Ensure that trucks are not artificially loaded (e.g., debris is wetted, debris is fluffed-not compacted)
- bb. Validate hazardous trees, including hangers, leaners, and stumps
- cc. Ensure that hazardous wastes are not mixed in loads
- dd. Ensure that all debris is removed from trucks at Temporary Debris Management Sites (TDMS)
- ee. Report if improper equipment is mobilized and used
- ff. Report if contractor personnel safety standards are not followed
- gg. Report if general public safety standards are not followed
- hh. Report if completion schedules are not on target
- ii. Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible)
- jj. Assure that force account labor and debris contractor work is within the assigned scope of work
- kk. Monitor site development and restoration of TDMSs (if applicable)
- ll. Report to supervisor if debris removal work does not comply with all local ordinances as well as state and federal regulations (i.e., proper disposal of hazardous wastes)
- mm. Record the types of equipment used (Time and Materials contract)
- nn. Record the hours equipment was used, include downtime of each piece of equipment by day (Time and Materials contract)

E.2. Personnel and Qualification:

All Work shall be scheduled through the City's Debris Manager or designee. A project Management

Team may consist of the following members, which will be activated and utilized at the discretion of the City:

- a. Project Manager
- b. Operations Manager
- c. Monitors (Debris Collection, DMS, Exit Site Monitors and Tower Monitors)
- d. Data Manager
- e. FEMA Coordinator
- f. Scheduler / Expeditors
- g. GIS Analyst
- h. Field Supervisors
- i. Environmental Specialist
- j. Project Inspectors (Citizen Site Monitors)
- k. Project Inspectors (Load Ticket Data Entry Clerks / QA / QC)
- l. Billing and Invoice Analysts
- m. Administrative Assistants
- n. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the City's Project Manager. All such positions and applicable hourly rates shall be listed in the cost Proposal form.

The hourly rates for all positions must include all travel related expenses. The Village of Tiki Island will not pay or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

E.3. Qualifications of Key Positions

- a. **Project Manager:** A project Manager must have a minimum of five years of experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Contractor.
- b. **Operations Manager:** An Operations Manager must have a minimum of two years of experience in disaster debris management and may also be referred to a "Field Operations Manager".
- c. **Monitors:** Monitors must have a High School Diploma or GED and be adequately trained on Debris Operations.
- d. **Data Manager:** A Data Manager must have two years of experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.

F. DEBRIS MONITORING SERVICES TO BE PROVIDED

F.1. Collection Monitoring

The Village of Tiki Island is divided into four (4) zones; see Attachment “B” which is attached. In response to a debris-generating event, the City shall activate those zones affected by the event and requiring debris collection and removal.

The awarded contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, TCEQ, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.

Contractor shall provide a **Field Quality Control Team** consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the City for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet regulatory guidelines and provide adequate fraud protection for the City. Upon submission of this plan, the City will review the plan with FEMA or FHWA and provide an approval or denial in writing of this request. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through its management team. All Field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and appropriate.

Examples of collection monitoring tasks include, but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.
2. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
3. Verification that the contractor employees are working in their assigned contract areas.
4. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted in writing for nonpayment.
5. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
6. Ensuring compliance with contracts by all subcontractors.
7. Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and other special or unusual occurrences in the field. The team shall photograph every stump and leaner as well as a random sample of hanger removal.
8. Document and report to the City damages which occur on public or private property

as a result of debris removal operations.

9. Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

F.2. Load Ticket Process Development

The Contractor shall establish a load ticket process and forms to be provided to collection monitor staff for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the Contractor, vehicle driver, subcontractor, and the Debris Removal Contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project.

Load tickets shall include the following minimum information:

1. Date
2. Time
3. Designation of "Push", first pass, second pass, and subsequent passes
4. Complete Street Address of closest property
5. Nearest Cross Streets
6. Type of Debris
7. Vehicle Number
8. Vehicle Capacity
9. Percent of Volume Full
10. Driver Name (printed) and signature
11. Filed Monitor name (printed) and signature
12. Name of Subcontractor
13. Tower monitor name (printed) and signature

F.3. Debris Site Monitoring

All debris collected and disposed of must be monitored and documented by the debris site monitors.

The Contractor shall provide a **Debris Site Quality control team** consisting, at a minimum, of two (2) monitors per debris site. In addition to the monitors, the Contractor shall provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance.

These staff members, in conjunction with project management team, shall coordinate logistics of the debris management site(s) to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies (such as vehicle fullness, type of waste, etc.) The Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure sideboards and have tailgates. No vehicles will be allowed to enter the debris management site without a tailgate. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

Examples of debris management monitoring tasks include, but are not limited to:

1. Monitoring type of waste prior to entering debris management site;
2. Disposal Site / Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles;
3. Ensuring safety and security of debris management site;
4. Document and report activities to the City which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns;
5. Document and report to the City any violations of the Texas Commission on Environmental Quality (TCEQ) debris site conditions;
6. If TCEQ debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the Debris Removal Contractor;
7. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required;
8. Certifying the completeness of all load tickets for vehicles that enter into a disposal site;
9. Exit Site Monitors shall ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DMS.

F.4. Vehicle Certification

All debris hauling vehicles shall be certified prior to debris removal. The Contractor shall complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms shall at a minimum include the following:

1. Length
2. Width
3. Depth
4. Gross Volume in cubic yards
5. Reduction areas such as wheel wells to reduce volume areas in cubic yards
6. Net volume in cubic yards
7. Tag number of the vehicle
8. Company vehicle number
9. Drive of the vehicle name (printed) and signature
10. Monitor name (printed) and signature
11. Date

In addition to certifying the vehicle with forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the City. Original certifications retained by the Contractor on behalf of the City shall be turned over to the City upon completion of the project. Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications

shall be performed once every two weeks on all vehicles by the Contractor.

F.5. Load Ticket / Vehicle Certification Completeness

Monitors will ensure that accurate, legible, and complete documentation is provided through truck certifications. When a monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The monitors should not sign or accept any partially completed information. Only complete tickets will be paid by the City. Additionally, debris site monitors shall, at a minimum on a daily basis, calibrate his or her debris removal vehicle load determinations with the tower monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA, FHWA, and all other applicable federal, state, and local agencies.

F.6. Additional Monitoring Duties and Responsibilities

The responsibilities of the Project Management Team include:

1. Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
2. Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
3. Inspecting means and methods to measure and record work and recommending changes that may be needed.
4. Stopping work in progress that is not being performed or documented in the appropriate manner.
5. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
6. Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
7. Reporting on any improvements in work assignments and efficiency/productivity that may be appropriate.
8. Maintaining digital photo documentation of debris removal work on a weekly basis.
9. Aerial photography on a bi-weekly basis.
10. Reporting damage within 24 hours of knowledge of occurrence.
11. The Contractor and subcontractors shall perform work in accordance with all applicable federal, state, and local laws and regulations.

F.7. Operational Reports and Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:00 a.m. the following business day to a distribution list established by the City Project Manager. Each daily report submitted will contain the following minimum information:

1. Contractor Name
2. Contract Number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by

area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day or as requested by the City.

4. GIS mapping data updates and digitized reports
5. All GIS layers required will be provided to the Contractor by the Village of Tiki Island, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS Data must be in an ESRI format 8.3 or higher version.
6. Data exports should be at least monthly and utilize Excel or other format acceptable to City.
7. Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or PDF file format.

The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the City for processing.

F.8. Database Reporting

The Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required formats, which must be in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft Access database (or other format as approved by the City) shall be created by the contractor. This database shall include all information on debris removal including, but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e. push, first pass, second pass, and subsequent passes.) This data shall record all information to a City facility, street address or both within the City. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the Contractor shall be given to the City at the conclusion of the event.

F.9. Electronic Monitoring

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the Contractor must comply with the requirements included in "Attachment A", in addition to all other requirements contained within this document.

F.10 Payment Monitoring

1. The Contractor shall review and validate debris removal contractor(s') invoices prior to submission to the City for processing and separating in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
2. All invoices from the debris removal contractor(s) shall be directed to the monitoring Contractor. Within seven (7) calendars of receipt, the invoices shall be reviewed by the monitoring Contractor to be accepted or rejected. The Contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the City for payment.

F.11. Daily Damage Reports

The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within 24 hours of knowledge of occurrence. Each daily report submitted will contain the following minimum information:

1. Location and description of damaged property
2. Date and Time damage occurred / detected
3. Description of damage

F.12. Public Information Assistance

1. The Contractor shall provide regular status updates to the City for public information use.
2. As directed by the City, the Contractor shall provide staff members to assist the City with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to the project management team to be resolved with the Contractor. A weekly log of such complaints and their resolution shall be provided to the City.

F.13. Technical Expertise and Guidance – As directed by the City, the Contractor shall provide:

1. A comprehensive emergency management plan to include plan development, plan review, and plan revisions.
2. Oversight of the City's independent debris removal contractor(s) and related operations including, but not limited to, tree trimming, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D) and vegetative debris.
3. Coordination of the certification process for all contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
4. Coordination of communication with appropriate federal, state, and local agencies.
5. If needed and as directed, assist City staff with federal, state and county regulatory and permitting requirements required for the debris removal and disaster recovery efforts.
6. Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, TCEQ, and all other applicable public agencies associated with debris removal and recovery efforts.

7. Preparation of operational reports to advise of the progress of citywide debris removal efforts.
8. Preparation of daily damage reports to advise of damage to private and public property as a result of debris removal efforts.
9. Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate federal, state, or county agency.
10. As may be needed, assist City staff with seeking and obtaining applicable reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.
11. If needed and as directed, prepare preliminary damage assessments or follow-up assessments.
12. If needed and as directed, damage assessment to include plan development, procedure development, staff training, and staff augmentation
13. If needed and as directed, damage assessment of facilities.
14. If needed and as directed, consult with City staff or independently prepare a debris removal / disaster recovery plan and develop an appropriate training program for City staff.
15. If needed and as directed, consult with City staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
16. Aerial photographs per the City's Public Services Department specifications will be flown monthly (of the debris sites or other areas as designated or requested by the City).
17. Technical support and assistance in developing public information.

F.14. Other Services – As directed by the City, the Contractor may provide the following:

1. Training and Assistance – Sessions for all key City personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
2. Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.

3. Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

4. Digitization of all source documentation (such as load tickets). Consult with City staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

F.15. Final Report

A final report will be prepared by the Contractor and will be submitted to a distribution list as established by the City’s Project manager within thirty (30) days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the conclusion of all related activities. At a minimum, the following information will be included in this report:

1. The locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated.
2. The locations of final disposal sites and permits, recycling facilities and salvage facilities used during the operations.
3. Preparation of a final debris removal and disaster recovery report to the City discussing, in part, the response requirements and results.
4. Recommendations for future disaster response strategies.
5. If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the City’s expense to potential future damage from natural disasters.
6. Copies of manifests, certificates, and related documents.
7. Log books and all other data taken during the implementation of the disaster response plan.

F.16. Meetings and Communications

Open timely communication and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor will meet with City representatives as directed by and coordinated with the City. Contractor will attend a pre-Proposal conference for the debris removal contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

F.17 Review, Permits, and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work,

depending on the assignment. The Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though permits are not required.

The Contractor shall assist the City with any permit applications and coordination with environmental agencies; shall monitor debris removal contractor(s) to ensure compliance with any permit requirements; and, shall assist the City with any pre or post sampling of soil or groundwater, as necessary.

Some of the permits anticipated being required for this type of work include, but may not be limited to, the following:

1. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
2. Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit

F.18. Assessment of Debris Accumulation in Drainage Canals

The Contractor will assist the City in assessing and documenting the debris accumulation and damage in the Village of Tiki Island canals and provide the City with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

F.19. Event Closure

The Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA, TCEQ and any other applicable agency for disaster recovery efforts by City staff and request for payment by the disaster debris removal contractors.

F.20. Compliance

The Contractor shall provide professional oversight to ensure compliance with TCEQ regulations, TXDOT, FHWA, TXDHHS, and FEMA reporting requirements, and any other federal, state, or local regulation(s). The contractor shall stay current with FEMA, TXDOT, TCEQ, TXDHHS, and FHWA policies and procedures and notify the City immediately as changes occur.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of the Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-federal entities under federal awards which are incorporated by reference as if enumerated in their entirety in this document.

The Contractor shall ensure specific compliance when required by regulation or statute with all federal or state regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Policy Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

Selected contractor shall check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

G. Meetings with City Personnel

City personnel will conduct a kick-off meeting, with the Contractor when the contract is awarded. The Contractor shall meet with City representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the Contractor shall meet with the City at least once per year at no cost to the City. This meeting shall occur prior to the hurricane season.

Reporting to City – The Contractor shall contact the City representative at a minimum, 24 hours prior to a hurricane or immediately upon the occurrence of a major disaster in which there is no advance notification/warning. Contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Galveston County, Texas. The contractor shall report to the designated City project manager within 8 hours of being given a Notice to Proceed.

H. PERFORMANCE SCHEDULE

Contractor will provide continuous services, per the hourly rates proposed on Form A-1 herein, and for the period specified in the notice to proceed.

Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

I. PUBLIC RECORDS

All submissions become the property of the City and will not be returned to the Contractor. The City will hold all submissions in confidence unless otherwise required by law. Contractors should be aware the City is a “public body” as defined in Texas Government Code Chapter 552 and is subject to the Texas Public Information Act.

The Contractor will comply with the following requirements:

Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Texas Government Code Chapter 552. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Texas Government Code Chapter 552, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the Contractor.

Upon completion of the Agreement or in the event of termination by either party, any and all public

records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.

Texas Government Code Chapter 552

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF TEXAS GOVERNMENT CODE CHAPTER 552, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

Custodian of Records: BRANDEE LAWThER

CITY SECRETARY

**Mailing Address: 802 Tiki Dr.
 Tiki Island, TX 77554**

Telephone number: 409-935-1427

Email: tikiisland@comcast.net

J. FHWA-ER PROGRAM and 2 CFR PART 200 CONTRACT REQUIREMENTS

1. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - b) Buy America Requirements
 - c) 49 CFR Part 26, Disadvantage Business Enterprise Program
 - d) American with Disabilities Act of 1990 (ADA)
 - e) Convict Labor Prohibition
 - f) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - g) Disaster related purchases (those made with a special “disaster purchase order form”) shall never be comingled with regular invoices.
 - h) All disaster invoices shall include the location where delivered or where used, if appropriate.

2. All Contractor’s project invoices will be audited prior to payment to ensure compliance with federal documentation requirements:
 - a) Time cards.
 - b) Daily work reports for every employee, by each separate FEMA category of work
 - c) Daily equipment use, by each separate FEMA category of work.
 - d) List of all supplies and materials used, by each separate FEMA category of work.
 - e) Includes both prime and sub-contractors

3. All work must be properly grouped according to FEMA damage categories as specified in the contract.

4. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

K. TIME AND MATERIAL CONTRACTS IF REQUIRED

As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor’s risk.
2. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at its own risk.
3. All Time and Materials contracts are subject to ongoing monitoring by either City staff, an independent third party monitoring firm or both.

4. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

L. CHANGE ORDERS

1. The City, without invalidating the Contract, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.

2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be written formally authorized and approved in writing by the appropriate City authority prior to their issuance and before Work may begin.

3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.

4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.

5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Mayor, the City Secretary, and the Contractor.

6. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

7. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.

8. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

9. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this provision.

10. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:

- a) By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- b) When only nominal quantities are to be changed, a change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon in writing. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

M. FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled, disposed or both. Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

N. ELECTRONIC MONITORING

The Contractor MAY exercise the option to utilize electronic debris monitoring. If chosen, the Contractor must comply with the requirements in this document in addition to all other requirements contained within the RFP.

1. EQUIPMENT REQUIREMENTS

- a. **Data Storage Media** – Debris Management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Contractor. Data must include a unique user ID which identified the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Contractor shall provide media to each person performing a debris mission role that results in data collection (i.e. drivers, ticket managers, etc.)
- b. **Handheld Units (HHU)** – The Contractor will provide weather-proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions (1) recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift.
 - (i) **HHUs** capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, truck ID, Driver ID, and a digital photograph of the truck and trailers.
 - (ii) **HHUs** capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
 - (iii) **GPS** – HHU units shall have integrated GPS capability. GPS reading (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have connectivity to the HHU and be rugged and durable.
- c. **Durable Printer** – The Contractor shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 (two)

copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow units to perform uninterrupted for a minimum of a shift.

d. Server(s) – The Contractor shall provide computer servers for the storage and maintenance of records. The data contained in the Contractor’s database shall be placed on the internet for controlled use, and be password protected by the Contractor. Upon completion of the work, the Contractor shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to “Official Use Only”. The City server is provided and maintained by the City.

e. Back-up Equipment – In the event of equipment malfunction, loss or damage, the Contractor shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

f. GIS – GIS mapping shall be provided by the Contractor from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

g. Internet Accessible Database – The Contractor will establish a web-based database which is updated daily, if not real-time. The data shall be accessible, by permission only, to sub-contractors, local and state officials, and others on a “need-to-know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

h. General Statement of Electronic Debris Monitoring System Parameters

(i) The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.

(ii) The system must have a database capable of storing all data collected in the field. The Contractor shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.

(iii) The system must include the capability to share database records with contractors, sub-contractors, the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

(iv) The Contractor uses the HHU to initial the load data entry by entering the debris

type in the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of the pick-up (if applicable), time, date, truck certification, and driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Contractor verifies the debris meets FEMA and FHWA eligibility requirements.

- (v) HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manger personnel located in the disposal site tower(s). The tower manger verifies the debris classification is appropriate (vegetative, C&D, mixed, etc.) and manually revises, if needed, quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPs readings, load quantity, and tower manger unique ID code.
- (vi) All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption enabled removable media device. The debris load information will be uploaded to the system City and Contractor databases. Once this information is recorded, the tower manager HHU will clear the removable media's data for the driver to re-use.
- (vii) The media will retain the running total of the quantity and type of debris hauled by a particular vehicle. All debris load information with the tower manager HHU will be retained until an upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

2. Functional Specifications and System Architecture

(a) Ticket/Tower Managers – Personnel Registration, Administration and Management: The System shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:

- i. A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
- ii. Electronic registration of ticket/tower monitor
- iii. Link designated ticket tower personnel to a specific mission
- iv. The ability to edit ticket/tower personnel roles (i.e. create, update, and delete)
- v. Store ticket/tower personnel contact information relative to the mission
- vi. Track and manage ticket/tower personnel role and status
- vii. Assign and track equipment assigned to the user
- viii. Reject invalid ticket/tower personnel credentials
- ix. Reject invalid certification credentials

(b) Truck Certification: the system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling

vehicles and equipment. At a minimum, the following must be included:

- i. A means of electronically registering authorized debris Contractor vehicles and equipment
- ii. Link electronic registration to digital images
- iii. Identify mission and respective City
- iv. Generate unique ID's for contractor vehicles and equipment
- v. Utilize uniform measurements (e.g. feet and inches)
- vi. Capture vehicle volume
- vii. Utilize industry standard equations for all volume calculations
- viii. Capture drivers and certification team members' unique identification numbers
- ix. A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and trailer measurements, vehicle volume, and other identifying data
- x. Must depict image and other identifying data
- xi. Must contain counter area for total cubic yards hauled
- xii. Must employ anti-tampering mechanism
- xiii. Capability to recertify vehicles
- xiv. Recertified vehicles must be recorded in an audit table
- xv. Reject media which are not associated with current event and applicant
- xvi. Capture vehicle audit records
- xvii. Create a printed certification record
- xviii. Administrative reporting capabilities

(c) Right-of-Way (ROW) Debris Management: ROW Transaction data ROW transaction data must be captured, stored, validated, audited, reported, and transmitted to mission manager, haulers, and applicants. At a minimum, the application must exhibit the following characteristics:

- i. Allow creation point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
- ii. Capture date and time and other relevant point of origin data
- iii. Designate debris type
- iv. Designate debris location as federal aid or non-federal aid
- v. Designate first pass and subsequent passes
- vi. Write point of origin load data using encrypted storage algorithms
- vii. Associate ticket/tower personnel credentials with point of origin load data
- viii. Acknowledge successful card writ via display status message
- ix. Provide user configurable time option for GPS audit
- x. Detect current location using GPS and store data to secure memory location
- xi. Provide capability to add digital image if debris is other than vegetative or C&D

(d) Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed through the receiving applications. At a minimum, the system must provide the capability to:

- i. Accept site configuration data at the beginning of each work day
- ii. Dynamically configure receiving application based onsite configuration data
- iii. Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
- iv. Accept loads where:
 - a. Mission and applicant are valid
 - b. Media authentication data is valid and unaltered
 - c. Media contains valid load data
- v. Designate debris type
- vi. Record debris volume (based on unit of measure)
- vii. Receive volume or per unit loads
- viii. Identify original load data
- ix. Identify duplicate load data
- x. Configure number of hard copies
- xi. Create load data record in internal storage
- xii. Create backup copy of internal storage
- xiii. Prepare driver media for next load
- xiv. Increment driver smart card based on total CY counter value
- xv. Continuously calculate and present real-time disposal site statistics
- xvi. Reprint load ticket data
- xvii. Interface with durable outdoor printer
- xviii. Preserve in its original state, then transmit daily transaction data
- xix. Associate ticket/tower personnel credentials with each receivable load

(e) Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- (i) Change ticket/tower personnel identification badge roles and responsibilities.
- (ii) Review media total CY counter value
- (iii) Audit vehicle certification data
- (iv) Validate/invalidate smart cards
- (v) Reinitiate security sequence for ticket/tower personnel or media
- (vi) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the secure server.

(f) Data Consolidation and Analysis/Report Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation.

Analysis/Report Tools must provide capability to:

- i. Accept transactional data sets from multiple debris location systems
- ii. Recognize multiple mission/applicant configurations
- iii. Grant access to authorized authenticated users or processes
- iv. Contain a master record of:
 - (a) Roles and responsibilities
 - (b) Ticket/tower personnel credentials and other data
 - (c) Certification credentials and other data
 - (d) Mission data
 - (e) Applicant data
 - (f) Geospatial data
 - Street centerlines
 - City outlines
 - Population and demographic
 - Elevation
 - Wetlands delineation
 - Historic and Environmentally sensitive areas
 - Debris and work zones
 - Land use
 - FEMA flood zones
- v. Graphically depict
 - (a) Load locations by contractor
 - (b) Load locations by subcontractor
 - (c) Load locations by driver
 - (d) Load locations by ticket/tower personnel
 - (e) Load locations by date range
 - (f) Load locations by zone
 - (g) Load locations by municipality
 - (h) Load locations by applicant
 - (i) Load locations by mission
 - (j) Load locations by debris type
 - (g) Load locations by disposal site
 - (h) Load locations by federal, state, and private roads
 - (i) Load locations by land use
- vi. Thematic mapping techniques to distinguish different data by color, symbol or both
- vii. Identify data attributes for a single point of data
- viii. Select one or many points of data
- ix. Calculate operational efficiency statistics such as:
 - (a) Trip turnaround time
 - (b) Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles, and greater than 61 miles)

- (c) Average container fill percentage
- (d) Average tower manager load call
- (e) Load call trend data e.g., by tower manager, contractor, subcontractor, driver, etc.
- x. Dynamically configure user interface in response to point data selection to limit user authorities
- xi. Multiple data selections general tabular data reports
- xii. Filter mechanisms to highlight geospatial data
- xiii. Control data access using role based security
- xiv. User interface and access to underlying system data must dynamically be configured at run time through the presentation of appropriate user credentials
- xv. Manage data ownership
- xvi. Provide access based on security role model
- xvii. Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only relevant City data
- xviii. Prevent distributed data from being reprocessed for billing purposes
 - (a) Identify billing data sets based on parameters such as:
 - (b) Time/Date
 - (c) Contractor/Subcontractor
 - (d) Debris type
 - (e) Debris disposal method (haul-in, reduction, open burn, incineration, haul out, leave in place, etc.)
 - (f) Haul distance
- xix. Route billing data sets via defined and customizable workflow rules
- xx. Approved billing data sets
- xxi. Communicate general event status e.g.:
 - (j) Total CY hauled (by debris type)
 - (k) Total CY by disposal site
 - (l) Total CY by contractor/subcontractor
 - (m) Total CY by work zone/sector
 - (n) Total CY by municipality
 - (o) Total CY by federal, state and private roads
 - (p) Total CY by certified vehicle
 - (q) Number of vehicles utilized
 - (r) Number of ticket/tower personnel resources assigned
- xx. Manage user roles, responsibilities and passwords
- xxi. Prevent modification to original data by unauthorized or unauthenticated users
- xxii. Insert audit records into audit tables for all insertions, modifications, and deletions to original data

(g) Field Architecture: The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:

- i. Require user authentication credentials
- ii. Display current version at application start-up

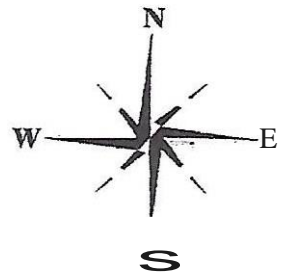
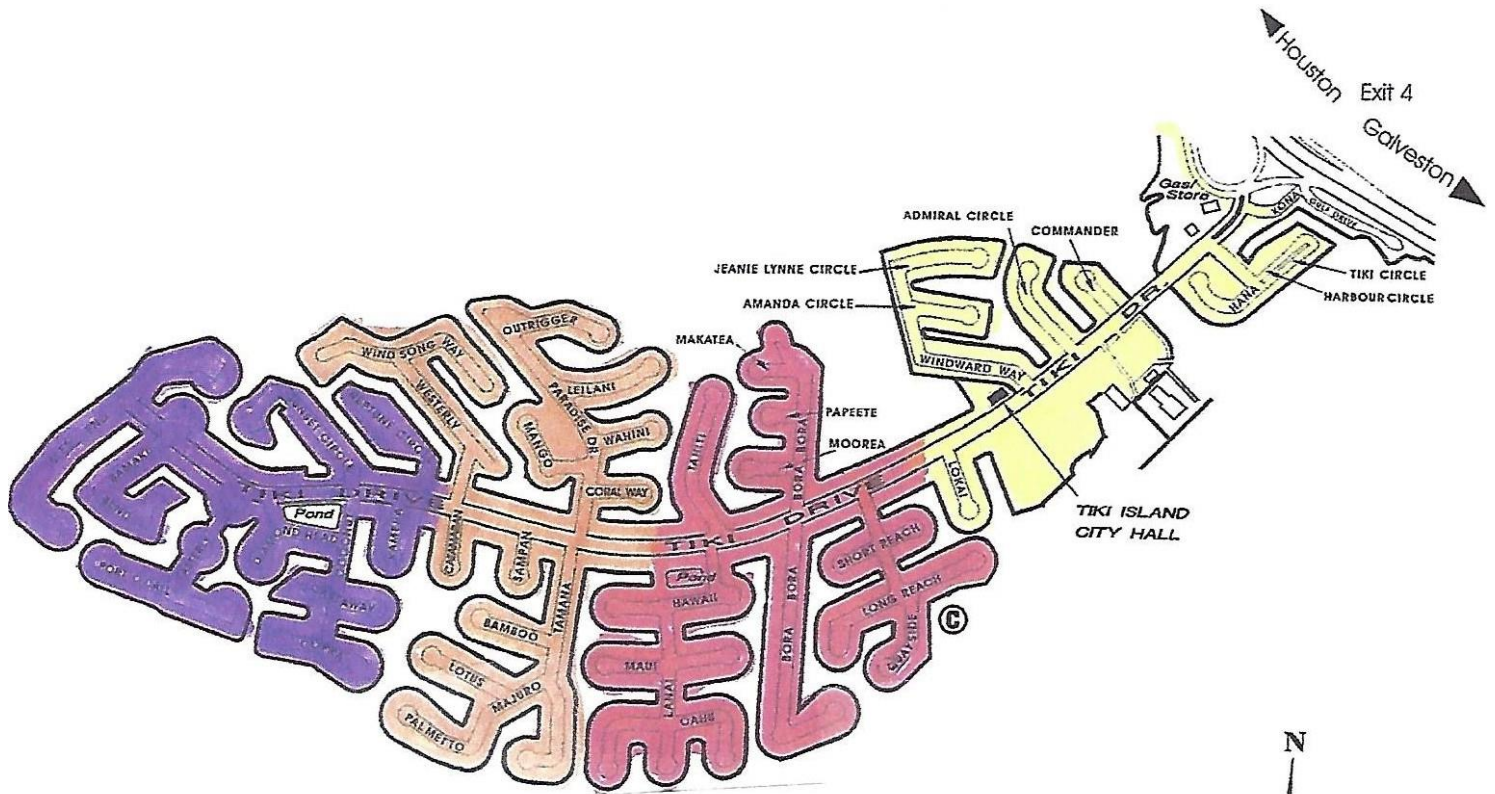
- iii. Synchronize with Greenwich Mean Time (GMT) for all date/time fields
- iv. System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - v. System must remain in a ready state by default
 - vi. Acknowledge successful card write via display status message
 - vii. Create identification structures which utilize encryption technologies
 - viii. Employ anti-tamper and anti-tearing methods and technologies
 - ix. Where applicable, utilize 3 DES data encryption technologies to protect data
 - x. Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)

(h) Back-office Architecture: At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.

- i. Utilize relational database technology
- ii. Employ geospatial analysis tools for data visualization
- iii. Enable audit ability for:
 - o Data insertion
 - o Data modification
 - o Data deletion
- iv. Prevent field and row level data deletion
- v. All access to data must be controlled
- vi. Store certification and other identification data using encrypted relational technology
- vii. Reside in a secure internet environment
- viii. Preserve base transactional data in its original state prior to processing or consolidation with other data

(i) Initial Startup Procedure For Debris Removal: Debris missions are critical to emergency response and the Contractor should be adequately prepared to respond.

Tiki Island Street Map



- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4

ATTACHMENT A

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of January 1, 2023

Title 2 → Subtitle A → Chapter II → Part

200 Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Procurement Standards

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by section §200.327. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have use its own documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in Sect 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state,

local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 104440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and Sec. 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or Invitations for Proposals or requests for Proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the

evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the Proposers must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with Sec. 200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and Sec. 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in Sec. 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases—(i) Distribution The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See definition of

micro-purchase in Sec. 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) Micro-purchases awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) Micro-Purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a), (1), (iv) and (v) of this section.

(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding auditors in accordance with Sec. 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in Sec. 200.520 for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate and manage financial risk; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect cost. The non-Federal entity must submit a request with the requirements included in paragraph (a) (1) (iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved by small purchase procedures.

(2) Small purchase—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of the risk and its documented procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. here are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(b) Formal procurement methods. When the value of the procurement exceeds that of the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with Sec. 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions comply.

(i) In order for sealed Bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business;
and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

a. Proposals must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the Invitation for bids must be publicly advertised;

b. The Invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

c. All bids will be opened at the time and place prescribed in the Invitation for bids, and for local and tribal governments, the bids must be opened publicly;

d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low Proposal when prior experience indicates that such discounts are usually taken advantage of; and

e. Any or all bids may be rejected if there is a sound documented reason.

(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for

the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for Proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the Proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose Proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offerors qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(C) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a) (1) of this section;

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(b) (1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with the law the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured Products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for Proposals or Invitations for Proposals, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the

procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one Proposal or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed Proposal procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid price guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the

contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing

wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or sub-recipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,

all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient 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 recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989

Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply for an award exceeding \$100,000 must file 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.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

PART ONE - DISASTER DEBRIS MONITORING SERVICES

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation). Bids shall be based on 300,000 CY of debris with one (1) Debris Management Site and one (1) landfill.

Key Positions – Provide resumes for the Project Manager and Operations Manager. Provide job descriptions for other key positions listed.

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Field Supervisor	\$ _____		\$ _____
Debris Site / Tower Monitors/ Collection Monitor	\$ _____		\$ _____
Field Coordinators (Crew Monitors)	\$ _____		\$ _____
Project Manager	\$ _____		\$ _____
Operations Manager	\$ _____		\$ _____
FEMA Coordinator	\$ _____		\$ _____
Scheduler / Expeditors	\$ _____		\$ _____
GIS Analyst	\$ _____		\$ _____
Environmental Specialist	\$ _____		\$ _____
Project Inspector (Citizen Site Monitors)	\$ _____		\$ _____
Load Ticket Date Entry Clerks (QA / QC)	\$ _____		\$ _____
Billing / Invoice Analysts	\$ _____		\$ _____
Administrative Assistants	\$ _____		\$ _____
Total			\$-----

Other required positions – Proposer may include other positions, with hourly rates and attach job description for each position

POSITIONS	HOURLY RATES	EST. HOURS*	TOTAL
Data Manager**	\$ _____		\$ _____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical event, and is used for Proposal purposes only. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied. The actual manpower and contract value will be coordinated with the successful Proposer prior to the issuance of a notice to proceed for each event.

** Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable

federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Texas, FEMA, or other federal, state, or local agency speaking to data-related issues.

Note: Provide both unit price and extended total. Price **must** be stated in the units shown in the Proposal form, and extended based on the quantities specified in the Proposal requirements in this document. In case of a discrepancy in computing the amount of the Proposal, the unit price quoted will govern and the total will be adjusted accordingly.

No spaces are to be left blank, but should be marked as follows: N/A = Not Applicable

N/C = No Charge N/P = No Proposal

Spaces marked with a zero (0) will be considered no charge.

Village of Tiki Island Travel and Subsistence Policy and Allowances

The Village of Tiki Island will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____

Email: _____

The Village of Tiki Island may desire to have the ability to use a city credit card for payment. Will Proposer accept a Visa credit card as payment from the Village of Tiki Island?

Yes No

NOTE: To be considered eligible for award, one (1) **original copy of this Proposal form** must be submitted with the Proposal.

NO PROPOSAL INDICATION (IF "NO PROPOSAL" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

ORGANIZATION AND MANAGEMENT

The Proposer, as a result of this Proposal, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Proposal to be considered:

a) Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Telephone/Fax: _____

Email: _____

b) Specify type of entity (check one): Corporation () Partnership () Individual ()
Other () _____

SPECIFY

c) If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

d) If an out-of-state Corporation or entity, must be currently authorized to do business registered in Texas by the Office of the Texas Secretary of State:

e) Name and Title of Principal Officers

Date Elected:

f) The length of time in business: _____ years

g) The length of time (continuous) in business in Texas:
_____ Years

h) Provide a list of at least five (5) commercial or government references that the successful Proposer has supplied services meeting the requirements of the Village of Tiki Island, TX specifications, within the last five (5) years (see attached), governmental references are preferred.

- i) A copy of a county or municipal Business Tax Receipt.

SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

Project Title

Address

Owner

Owner's Telephone Number

Agreement Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Agreement Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Agreement Value

Percent Complete Completion Date

Project Title

Address

Owner

Owner's Telephone Number

Agreement Value

Percent Complete Completion Date

1. Have you ever failed to complete any work awarded to you?

Yes No If yes, attach a separate sheet of explanation.

2. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes No If yes, attach a separate sheet of explanation.

3. Within the last five years, have you ever had a performance, payment, bid or proposal bond called?

Yes No If yes, attach a separate sheet of explanation.

4. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?

Yes No If yes, attach a separate sheet of explanation.

5. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Texas public entity?

Yes No If yes, attach a separate sheet of explanation.

6. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000.00?

Yes No If yes, attach a separate sheet of explanation.

7. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes No If yes, attach a separate sheet of explanation.

8. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted, fined or both for any criminal activity within the last five years?

Yes No If yes, attach a separate sheet of explanation.

9. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or any inspector general office?

Yes No If yes, attach a separate sheet of explanation.

10. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes No If yes, attach a separate sheet of explanation.

11. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes No If yes, attach a separate sheet of explanation.

12. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes No If yes, attach a separate sheet of explanation

13. Have you ever failed to complete work awarded to you or tried to renegotiate pricing after a storm event? If so, where and why?

Yes No If yes, attach a separate sheet of a full and detailed explanation.

14. Will you subcontract any part of this work?

Yes No. If so, attach a separate sheet of explanation and list the portions or specialties of the work that you will.

Note: Information requested in the RFP and submitted by the Proposers will be analyzed by the Village of Tiki Island and will be a factor considered in awarding any resulting agreement. The purpose is to insure that the successful Proposer in the sole opinion of the Village of Tiki Island can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.

**APPENDIX A
DEBRIS MONITORING MANAGEMENT PLAN**

Please describe in detail your Debris Monitoring Management Plan.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Secretary;
3. Members of any Village of Tiki Island Committees

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the City’s website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

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

3. Name of local government officer with whom filer has employment or business relationship.

 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

 Signature of person doing business with the governmental entity

 Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____(Person name), the undersigned representative of (Company or Business Name) _____(hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

Appendix D – Nepotism Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
“NON-RESPONSIVE.”**

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the Village of Tiki Island by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the
Village of Tiki Island

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the Village of Tiki Island

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related blood or marriage to any
official or employee of the Village of Tiki Island.

_____ The officers of the company submitting this Proposal are related by blood or marriage to the following
official(s) or employee(s) of the Village of Tiki Island.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

Appendix E – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

PROPOSER _____

ADDRESS _____

PHONE _____

FAX _____

PROPOSER (SIGNATURE) _____

PROPOSER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

Appendix F The Village of Tiki Island, Texas

PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX G
Clean Air Act

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

DATE

SIGNATURE OF COMPANY OFFICIAL

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX H

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

Date

Signature of Company Official

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX I

EQUAL OPPORTUNITY EMPLOYMENT ACT

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX J

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or

permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX K

FALSE OR FRAUDULENT STATEMENTS

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

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX L

FEMA FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX M

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

APPENDIX M

Compliance with the Contract Work Hours and Safety Standards Act.

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX N

Solid Waste Act

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—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

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

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

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

APPENDIX O

Seals, Logos, Crest or Likenessess

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

Signature of Company Official

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE.

AGREEMENT FOR SERVICES
SERVICES

This Agreement (the "Agreement") is made and entered into this ____ day of month, 20__, by and between the Village of Tiki Island a Texas Type A municipality, and **company name** ("Company") located at **list address here**. By entering into this Agreement, Company agrees that the Village of Tiki Island is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the Village of Tiki Island desires to obtain services in connection with its **"services rendered"**, within the Village of Tiki Island and **vendor name** ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and **Exhibit A**, identified as the proposal from the Company for the scope of services, and those document(s), attached and incorporated for all purposes for the following Project:

RFP 06-01 Disaster Debris Monitoring Services and FEMA Public Assistance Grant Administration and Consulting

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM**: Agreement shall be effective upon execution by the Village of Tiki Island until work has been completed to the satisfaction of the Village of Tiki Island unless sooner terminated under the terms set forth herein. It is agreed that Village of Tiki Island will have the option to extend the Agreement for up to one (1) additional year. To exercise this option, the Village of Tiki Island shall serve notice a minimum 30 days prior to agreement termination. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the Village of Tiki Island. This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

2. **SCOPE OF SERVICES**: Company will provide the services ("Work") to the Village of Tiki Island in connection with the Project, more specifically described in **Exhibit A** (and any applicable exhibits attached herein), attached and fully incorporated for all intents and purposes.

3. **COMPENSATION**: the Village of Tiki Island shall compensate Company for the Work at the agreed upon **(Insert Agreement Value)**, more specifically described in **Exhibit A**. Company will furnish an invoice to the Village of Tiki Island detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at **Company full Address**. The Village of Tiki Island shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Agreement in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

4. **SCHEDULE AND DELIVERABLES**: The Village of Tiki Island and its agencies will cooperate with Company to facilitate the performance of the work described in the agreement. Company will perform the Work in accordance with the schedules/timetables described in detail in the attached **Exhibit A**.

In the event that one or more of the members of the Company cannot perform because of ill health, physical disability or other reasons beyond his/her control, Company shall use its best efforts to furnish a substitute of similar stature for such member of the Company whom the Village of Tiki Island agrees to accept. The Village of Tiki Island does not have to accept any substitutes provided by the Company, but, may contract a substitute of their own.

5. **CHANGES**: The Village of Tiki Island may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the Village of Tiki Island and Company, shall be incorporated in written amendments to this Agreement. No changes in the terms of this Agreement shall be binding unless it is in writing

and signed by an authorized representative of both parties.

6. **STANDARD OF CARE:** The standard of care for all services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

7. **PERMITS:** The Company warrants and represents that it has obtained any and all permits, approvals, and licenses and necessary for **SERVICES BEING RENDERED**. All permits associated with the project shall be the sole responsibility of Company.

8. **INDEPENDENT CONTRACTORS:** The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

It is the intent of the parties to this agreement that the Company as an independent contractor will control the manner and means of its performance(s). The Village of Tiki Island will control the scheduling of the performance(s). The exclusive nature of this agreement is limited to the duration of the performance and it is expected that the performer will enter into other similar agreements with other customers.

9. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

10. **INSURANCE REQUIREMENTS:** Company shall provide all Village of Tiki Island required certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the Village of Tiki Island as an additional insured and shall provide that the policy requires the insurance carrier to notify the Village of Tiki Island a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the Village of Tiki Island as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project.

Limits are to be equal to or greater than:

\$21000,000 general liability (includes products and personal, etc.)

\$1,000,000 automobile damage

\$1,000,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

11. **APPROPRIATIONS:** The obligations of the Village of Tiki Island to make payment under this Agreement are expressly subject to appropriations by the Village of Tiki Island of funds that are lawfully available to be applied to such purpose.

12. **FORCE MAJEURE:** In the event that the performance of any of the covenants of this agreement shall be prevented by an act of God, pandemic, the acts and regulations of public authorities, or labor disputes, acts of the public enemy, acts of superior governmental authority, or other circumstances, or cause beyond their or its reasonable control, the Village of Tiki Island and Company shall be respectively relieved of their obligations hereunder with respect to the performance(s) so prevented. In the above-mentioned event, Company grants the Village of Tiki Island the right to reschedule the performance(s) under the same terms and conditions of this

Agreement.

13. **INDEMNIFICATION.** FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the Village of Tiki Island harmless, including the Village of Tiki Island's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the Village of Tiki Island. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the Village of Tiki Island and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

14. **COPYRIGHT:** The Company specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Company indemnifies the Village of Tiki Island for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the performance(s).

15. **TAXES** - Company will pay when due all taxes or assessments applicable to Company. Company will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

16. **ASSIGNMENT:** Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

17. **NO WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

18. **SEVERABILITY CLAUSE:** The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

19. **ATTORNEY'S FEES:** In the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

20. **APPLICABLE LAW, VENUE, AND JURISDICTION:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Agreement or the Work.

21. **NOTICES** - All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Agreement. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the Village of Tiki Island shall be sent to:

City Attorney
Bridgette Begle
802 Tiki Dr.
Tiki Island, TX 77554

Village of Tiki Island
802 Tiki Dr.
Tiki Island, TX 77554

22. **Dispute Resolution** - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of the Village of Tiki Island's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Village of Tiki Island's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. The Village of Tiki Island and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

23. **TERMINATION:** This Agreement may be terminated prior to completion of the Work by either party upon 10 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, the Village of Tiki Island shall thereupon have the right to terminate this Agreement by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, the Village of Tiki Island shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination. Notwithstanding the above, Company shall not be relieved of liability to the Village of Tiki Island for damages sustained by the Village of Tiki Island by virtue of any breach of the Agreement by Company or its subordinates and the Village of Tiki Island may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the Village of Tiki Island from Company is determined.

24. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

25. **EXHIBITS** - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Appendix H - Byrd Anti-Lobbying Statement, Executed

Appendix I - Equal Opportunity Employment Act, Executed

Appendix J - Prohibited Telecommunications, Executed

Appendix K - False or Fraudulent Statement, Executed

Appendix L - FEMA Funding Statement, Executed

Appendix M – Safety Standards Statement, Executed

Appendix N - Solid Waste Act Statement, Executed

Appendix O - Seals, Logos, and Crest, Executed

26. **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements, written or oral, between Company and the Village of Tiki Island and constitutes the entire and integrated Agreement and understanding between the

parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

VILLAGE OF TIKI ISLAND, TEXAS

Company

By: _____

Mayor

By: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney