



CITY OF PORT ARANSAS, TEXAS
REQUEST FOR PROPOSAL (RFP)
MUNICIPAL BOAT HARBOR DEBRIS REMOVAL
AND DISPOSAL SERVICES

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Port Aransas, Texas, is requesting proposals for the removal and disposal of all eligible disaster generated marine debris from the City of Port Aransas Municipal Boat Harbor. All proposals must be clearly marked "**SEALED BID – MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES**" to the City of Port Aransas City Secretary's office, 710 W. Avenue A, Port Aransas, Texas prior to Wednesday, June 5, 2019 at 4:00 pm, at which time they will be publicly opened and acknowledged in the City Hall Council Chamber. Any RFP delivered or received after 4:00 pm will not be considered and shall be returned unopened to the addressee. The City reserves the right to reject any or all proposals.

Request for Proposal (RFP) is available on-line at www.cityofportaransas.org or at City Hall, 710 W. Avenue A, Port Aransas, Texas 78373. Any and all questions or requests for information relating to this Request for Proposal may be directed to Michael Dorris (504-810-3964), Leo Wood (228-224-2156) or Terry Lopez (504-512-1001) of Broaddus & Associates, the Disaster Management Consultant Firm for the City of Port Aransas, or sent via email to mdorris@delsolconsulting.com, lwood@broaddususa.com or tlopez@broaddususa.com no later than 4:00 P.M. local time on Wednesday, May 29, 2019.

POSTED this **16th** day of **MAY, 2019** on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org. **TIME: 5:00 p.m.**
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CITY OF PORT ARANSAS, TEXAS


Francisca Nixon, City Secretary

REQUEST FOR PROPOSAL
FOR
PORT ARANSAS MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND
DISPOSAL SERVICES
PROJECT # 37996. FEMA-4332 - DR - TX



Issued By:
CITY OF PORT ARANSAS TEXAS

Date of Issue:
May 16, 2019

Proposals Due By:
June 5, 2019 by 4:00 PM

*Printed copies of this RFP are available at the City Hall,
located at 710 W Ave A, Port Aransas, Texas 78373*

REQUEST FOR PROPOSALS

DEBRIS REMOVAL AND DISPOSAL SERVICES

PROJECT # 37996. FEMA-4332-DR- TX

The City of Port Aransas, Texas (hereafter referred to as "COPA" or "City") requests proposals from qualified contractors for Debris Removal and Disposal Services. This solicitation by COPA will result in the selection of an experienced firm (Contractor) to remove and lawfully dispose of disaster-generated Marine related debris (other than any household garbage) from public property within the City of Port Aransas, Municipal Boat Harbor.

SECTION 1.0 – GENERAL INFORMATION

GENERAL

The purpose of this contract is to remove and dispose of all eligible disaster generated Marine debris from City of Port Aransas, Texas (hereafter referred to as "COPA" or "City") Municipal Boat Harbor. The Municipal Boat Harbor is functional and is used by residents and tourists. The Municipal Boat Harbor is adjacent to several restaurants and shops. The Municipal Boat Harbor will need to remain accessible to pedestrians and marine vessels during the debris removal process. Due to the location and function of the Municipal Boat Harbor a Pre-Bid Meeting will be required and held at 11 am May 29th, to ensure that all parties understand and acknowledge the specific requirements that will need to be addressed with the bid submission.

If the City chooses, this contract may be modified by bilateral change order to include other related services. This will only occur if FEMA authorizes the other related services as eligible for reimbursement in the specific disaster. It is the contractor's responsibility to adhere to all federal debris eligibility regulations, policies, and guidance performed under this contract. Any debris work performed that is not in adherence with federal debris eligibility regulations, policies and guidance which are not reimbursable to the City will not be paid to Contractor. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 60 days. The amount and type of Marine related debris to be removed and disposed under this contract is approximately 770 Cubic Yards. The unit price on the individual fee proposal schedules will be used for payment. The City will require that all proposed bid amounts for work remain unchanged through 2019. This is to allow for the proposed work schedule to accommodate the increased population and marina usage during the summer months.

DEFINITIONS

CONTRACTOR or Contractor – the successful proposer(s)

Debris Management Team – The team staffed by COPA, COPA Debris Management Consultant, COPA Monitoring Contractor and the CONTRACTOR.

Debris Management Consultant – A separate Consultant retained by the City to manage ALL aspects of the recovery process including processing FEMA/MEMA submittals, debris monitoring, Debris Removal, etc.

Debris – Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property, white goods, and e waste.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDEM – Texas Department of Emergency Management

TXDOT – Texas Department of Transportation

DMS – Debris Management Site

SECTION 2.0 – STATEMENT OF WORK

The work to be undertaken may include but is not limited to the following:

2.1 DEBRIS REMOVAL

- a. Debris Removal from COPA Municipal Boat Harbor – Removal of Marine Related debris in the Port Aransas Municipal Boat Harbor, it may be necessary to make several trips through the Property. In this case the loads will need to be documented separately, per the instructions of COPA, COPA Disaster Management Consultant and the Debris Monitoring Contractor.
- b. White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Administrative Code. The Contractor will collect all white goods encountered in accordance with applicable Federal, State and local laws and hauled to the designated area to be disposed. While loading and unloading white goods, contractor will be responsible for care not to puncture any items.
- c. Vehicles and Vessels- The Contractor may expect to encounter vehicles and vessels available for disposal. The contractor shall collect and dispose of eligible vehicles and vessels in a manner complying with all applicable Federal, State and Local laws and regulations. Vehicles and vessels that present a hazard or immediate threat that blocks ingress/egress within a public use area shall be hauled under the Contractor’s Linear Foot LF Pricing. The Contractor shall verify that each vehicle or vessel identification number is documented and processed appropriately. The Contractor shall verify that vehicles are processed to remove all minerals and fluids before processing or destruction. Document separation and salvage activities that are implemented.
- d. Construction and Demolition Debris- The Contractor may expect to encounter construction and demolition debris available for disposal. The contractor shall collect and dispose of eligible construction and debris in a manner complying with all applicable Federal, State and Local laws and regulations. This may include, but is not limited to, damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The construction and demolition debris must be storm generated.

- e. Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of COPA. These places will be returned to their original elevation and contour.
- f. The work shall consist of clearing, separating, and removing any and all eligible debris from the COPA Municipal Boat Harbor. Work shall include but not limited to: 1) examining and sorting / segregating debris; 2) loading and sorting / segregating the debris; 3) hauling the eligible debris to the appropriate location. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The contractor is liable for all ineligible debris handled during the life of this contract. COPA representative shall be immediately notified of any ineligible debris placed located in the Municipal Boat Harbor Marina.
- g. The contractor shall not move from one designated work area to another designated work area without prior approval from the City's Disaster Management Consultant or City's Debris Monitoring Contractor.
- h. Unless specifically authorized by contract amendment and directed by the COPA Disaster Management Consultant, the contractor shall not enter onto private property during the performance of this contract. All work performed will be in compliance with FEMA eligibility requirements as specified in latest edition of the Debris Management Guide, FEMA 325. This publication is available at: <http://www.fema.gov/public-assistance-local-state-tribal-and-non-profit/debris-management-guide>.

2.2 DEBRIS MANAGEMENT

- a. Debris Disposal – Disposal of all eligible debris and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. Debris shall be disposed of at a permitted Municipal/Class I or Class II facility and the Contractor shall be responsible for paying all landfill-tipping fees.
- b. The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and waterways. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City of Port Aransas or its representatives. All equipment shall be approved by COPA Disaster Management Consultant prior to use. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall notify COPA's Disaster Management Consultant and the Debris Monitoring Contractor of damages immediately.
- c. The contractor will be responsible for complying with all FEMA debris eligibility policy and guidance (Debris Management Guide, FEMA 325) to include current FEMA policy and guidance, future FEMA policy and guidance (including any modification or clarifications to existing policy or guidance), and any disaster specific policy and/or guidance issued by FEMA.
- d. HOUSEHOLD HAZARDOUS WASTE: The contractor will be required to construct a Household Hazardous Waste (HHW) containment area(s) or coordinate to establish a useable existing site. The containment area(s) will consist of an earthen berm with a non-permeable liner. The HHW containment area(s) must be covered at all times with a non-permeable cover. Material which is found to be classified as HHW shall be reported immediately to the City's Representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of the HHW debris will be

accomplished by the Contractor. The contractor will be required to transport Household Hazardous Waste (HHW) to an approved Hazardous Waste Disposal Facility.

2.3 WORK AREAS

- a. Work Areas – The COPA Disaster Management Consultant and in coordination with the COPA Debris Monitoring Contractor will establish and approve all areas that the Contractor will be allowed to work inside the Municipal Boat Harbor. The Municipal Boat Harbor is a functional marina. Recreational and public vessels will need to have access to the marina. At the end of each day, the Contractor will remove all eligible debris, clean, and leave the site from which the debris was removed in a clean and neat condition. Debris will first be taken to 2700 Hwy. 361, Port Aransas, a temporary debris site for drying. The debris, once dry,(if necessary) will then be transported to the El Centro Landfill; 3189 County Road 69, Robstown, Texas.
- b. Working Hours – All activity associated with gathering, loading and hauling of eligible debris shall be performed during visible daylight hours only. The Contractor shall be limited to (12) twelve hours per day, five (5) days per week “Monday through Friday”. The Contractor shall use the COPA provided site located.
- c. Priority of Work Areas – The COPA Disaster Management Consultant in coordination with the COPA Debris Monitoring Contractor will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of COPA.
- d. Safety – The Contractor shall have at least one Safety Officer onsite. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. All work zones and all work sites/conditions shall conform to all applicable Federal, State, Local and equipment safety standards and City and OSHA standards. Any improvement or repair of damage to the site shall be at the contractor’s expense.

2.4 PERFORMANCE SCHEDULE

- a. The Contractor shall commence performance in accordance with the approved schedule provided in the Project Response / Mobilization Plan. Due to the location and use of the Municipal Boat Harbor, there may be a delay in the work commencing after the contract has been awarded.
- b. Maximum allowable time for completion shall be sixty (60) calendar days, unless COPA initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- c. Liquidated damages in the actual amount of \$1,000.00 per day will be charged to the Contractor and deducted from the amount due the Contractor for each day over the contracted completion time that the work is not complete.

2.5 EQUIPMENT

- a. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms.

Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than one foot above the metal bedsides. All extensions are subject to acceptance or rejection by the City. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use. COPA's Disaster Management Consultant or COPA's Debris Monitoring Contractor has the right to reject any equipment that comes to a job.

- b. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
 - Company Name
 - Applicant Name
 - Truck Number
 - Cubic Yards
 - Inspectors Name and Date
- c. Prior to commencing debris removal operations, the Contractor shall present to COPA all trucks, trailers, marine vessels, or containers that will be used for hauling debris. Each truck, vessel, or trailer will be certified to determine the Cubic Yard Capacity. Certification of each truck will be made jointly by the contractor and a COPA Debris Monitor Contractor representative. Each truck or trailer shall be numbered and clearly display the Cubic Yard Capacity for identification with a permanent marking. COPA may, at any time, request that the trucks be re-certified. The contractor shall notify COPA's Debris Monitoring Contractor each time a new truck, trailer or container is to be used under this contract.
- d. Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- e. Loading equipment used under this contract shall be sized properly to minimize the disruption within the marina and connecting waterway.
- f. The Contractor will remove debris either from the shore or from a floating work platform with a "grapple bucket" type mechanical device. This will ensure that debris will be removed with minimal disturbance to the harbor bottom. The Contractor will be required to deploy floating silt curtains.

2.6 Best Management Practices

- a. Equipment and personnel should work as closely together as is feasible during recovery operations to minimize disturbance, rather than spread across the entire site.
- b. Minimize unnecessary disturbance or removal of natural sediment, organic, matter, and vegetation not required to access man-made debris items. If moving organic debris is required, replace or deposit in the nearest tidally influenced area. Organic debris plays ecological function in many intertidal areas and should remain in place to the extent possible.
- c. Remove all equipment and materials deployed to facilitate debris removal operations at conclusion of operations.
- d. The applicant shall instruct all personnel associated with the project of the potential presence of ESA-listed species and the need to avoid collisions with them. All construction personnel are responsible for observing water-related activities for the presence of ESA-listed species.
- e. The applicant shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species.
- f. Turbidity curtains will be placed around the construction area prior to construction and will remain in place until all pile driving and riprap placement is complete and sediment has settled. Turbidity curtains shall be made of material in which ESA-listed species cannot become entangled, be properly secured, and be regularly monitored to avoid species entrapment.
- g. The proposer will follow the NMFS's *Sea Turtle and Smalltooth Sawfish Construction Conditions*.
- h. Environmental monitors will be present one hour prior to the start of construction activity each day and will continue to monitor throughout the duration of the daily work. If at any point a listed species is observed within 500 ft of the work site, all construction will cease until NMFS has been notified and the listed species have vacated on their own or the agencies have granted permission to proceed.
- i. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a 4-ft clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- j. The applicant will provide NMFS Galveston with all reports of sea turtles observed during monitoring and construction, using the Texas strandings hotline (1-866-TURTLE5).
- k. The applicant will e-mail NOAA Southeast Regional Office copies of all written reports of sea turtles observed during monitoring and construction to takereport.nmfsser@noaa.gov with reference to this Opinion (Fulton Pier Replacement, NMFS tracking number SER-2018-19733).

2.7 REPORTING

The Contractor shall submit a report to the COPA Disaster Management Consultant and Debris Monitoring Contractor each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:

- Contractor's Name
- Contract Number
- Daily and cumulative totals of debris hauled to a permitted landfill. Include landfill name.
- Any problems encountered or anticipated

Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

2.8 MEASUREMENT

Measurement for all eligible debris removed shall be by the Cubic Yard (CY) as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement. Compensation will be based on completed load tickets administered and validated by the COPA's monitors based on the Contractor's unit price per Cubic Yard hauled from the COPA Municipal Boat Harbor.

SECTION 3.0 – PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed.

3.3 Successful proposer shall furnish within two (2) consecutive business days after written notice, a Payment Bond and Performance Bond each in an amount of One Million Dollars (\$1,000,000.00)

3.5 QUALIFICATIONS PROPOSAL

In a sealed envelope, provide an **ORIGINAL, so identified and one (1) additional complete copy** of your qualification proposal for services defined herein for the term of the contract including the following:

- a. Name, address, telephone number, fax number, and email address of the person or firm submitting the proposal. Provide the name and contact information for the person authorized to obligate the firm to a contract in response to this RFP.
- b. Complete Bid Schedule revealing the offeror's cost proposal for each bid item.

- c. Thorough presentation of the offeror's qualifications to meet the City's objectives and perform the services listed in the RFP.
- d. Describe in detail how the services will be performed. Statements such as "will comply" or "will meet" specifications are not adequate for evaluation.
- e. A complete and accurate listing of Marine Debris Removal Disaster specific experience within the last 5 years. The list should accurately reflect the individual or firm's relationship to the contracting authority as a prime contractor or as a subcontractor to the prime contractor. Include points of contact and contact information with the contracting authority capable of discussing your performance.
- f. A Debris Operation / Response Plan applicable to the statement of work contained in this RFP that details the critical action items and timeframe associated with the mobilization of equipment and labor and a schedule for the initiation of services. The proposed schedule required by COPA includes the mobilization of the Contractor with a minimum of (1) one crew within 48 hours of award and initiation of debris hauling within 72 hours of award of contract. Consideration will be given to the ability of the Proposer to mobilize and initiate services in a shortened timeframe due to the fact that this project is in response to a recent disaster event. The proposer should include a detailed schedule indicating the maximum time required to mobilize the necessary equipment, labor, etc. and maximum time required to begin work.
- g. Sub-Contractor Participation – The City will review the proposer's plan to identify and utilize local sub-contractors as well as minority (MBE) and disadvantaged business enterprise (DBE) subcontractors, which shall be included in the proposal. COPA intends for companies and procedures included in this section to be incorporated into the contract of the successful respondent from the outset of the project and, as feasible, remain incorporated into the work until project completion such that local, minority and disadvantaged businesses are able to contribute to the overall project for the life of the contract.
- h. Demonstrate company's financial stability, and financial institution reference letter.
- i. Disclose any judgments, claims or audits pending or outstanding against the company.
- j. Disclose if company or "owner(s)" have ever been involved in bankruptcy.
- k. Show number of employees, D&B rating, previous two (2) years annual revenue of firm.

The COPA request for proposals present only relevant information in a clear, **well organized and succinct manner**. Proposal content should be limited to information requested here and to information the individual or firm believes will assist the evaluation team in assessing their qualifications to contract with the City of Port Aransas, Texas for the work presented in this RFP.

Proposals shall be submitted as follows.

All proposals may be submitted in person, by US Mail, Special Delivery or Courier Service. No Facsimile or email proposals will be accepted. Delivered by **JUNE 5, 2019 4:00PM** local time, care of Broadus & Associates at the City of Port Aransas, City Hall, located at 710 West Ave A, Port Aransas, Tx 78373. Late proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.

Proposals shall include documented evidence of the offeror's current license as a General Contractor in the State of Mississippi.

Please mark the written proposal sealed envelope(s) as follows:

CITY OF PORT ARANSAS MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES

PROJECT NO. FEMA-4332-DR - Tx

Request for Proposal No. _____

Proposal Time and Date: _____

The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the proposer
- The word "Proposal" and Marine Debris Removal
- The time/date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")
- Annotate if offeror's firm is a corporation. Certified with the Texas Secretary of State and have a corporate status in good standing. Out of State Corporations must include with proposal evidence of authority to do business in Texas

The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

The City of Port Aransas shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

Of submissions, and the resulting negotiated agreement, in all instances COPA's decisions will be final.

The City of Port Aransas evaluation criteria will include the following assigned at 20% each:

- a. **Past Performance** – Identify past or current contracts, (including Federal, State, and local government and private) for efforts similar to this requirement. Indicate if past contracts were as a prime contractor or subcontractor. Provide information on problems encountered on the identified contracts and the corrective actions taken.
- b. **Subcontracting Plan** - Identify subcontracting firms to be utilized and located in the Nueces County area with type of work to be performed or supply to be provided.
- c. **Cost / Price** - The offeror's cost/price proposal will be evaluated for realism and price reasonableness. The purpose of cost/price evaluation is to determine whether each offeror's proposal cost/price is realistic in relation to the solicitation and the proposal, and to provide an assessment of the reasonableness of the proposed price.
- d. **Management Plan** – Describe the organizational structure, chain of command and responsibilities for personnel assigned to deliver the services contained in this RFP. Also

provide the resumes for management and onsite superintendent. Provide evidence of financial capacity to adequately fund contract operational expense for the Project.

- e. Technical Expertise – Describe the Debris Operation / Response Plan technical details presenting how the equipment, manpower, sub-contracting and other resources will be utilized to deliver the services prescribed in this RFP.

SELECTION

- a. Award will be made to the offeror that the City of Port Aransas determines can accomplish the requirements set forth in the **SCOPE OF SERVICES FOR MANAGING DISASTER GENERATED MARINE DEBRIS INCLUDING DEBRIS CLEARANCE, REMOVAL, and DISPOSAL** in a manner most advantageous to COPA, cost or price and other factors considered. The City of Port Aransas reserves the right to award a contract to other than the lowest price offeror after consideration of all factors.
- b. The selection will be based upon the most advantageous offer, price or cost and other factors considered. Offerors should perform technical-cost tradeoffs to achieve a balance that reflects and permits the cost-effective pursuit of high quality performance. The basis of the proposed cost must be compatible with all other elements of the proposal. An unrealistically low-cost proposal will not provide an advantage. Such a proposal may be viewed as indicative of a lack of understanding of the City of Port Aransas evaluation objective.

PRESENTATIONS

The City of Port Aransas may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests in this matter.

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Texas; provided, however, that the City shall have no liability, responsibility, or obligation whatsoever to either the successful bidder(s) or to the procuring agency or subdivision with respect to such purchases. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

SECTION 4.0 – RIGHT OF REJECTION:

The City reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the City and its citizens.

SECTION 5.0 – REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through Michael Dorris, Leo Wood or Terry Lopez of Broaddus & Associates, the Disaster Management Consultant Firm for the City of Port Aransas, or sent via email to mdorris@delsol-consulting.com lwood@broaddususa.com or tlopez@broaddususa.com. no later than 4:00 P.M. local time on Wednesday, May 29, 2019.

There will be a pre-bid conference call Wednesday May, 29, 2019 at 11:00 A.M. local time. **Participation is Highly Recommended.** Conference call # 1-877-273-4202 Conf Room # 7285756

All telephone conversations are to be considered unofficial responses and will not be binding. Questions verifying the Request for Proposal's content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be mailed to all Respondents that requested the Request for Proposals.

SECTION 6.0 – GENERAL TERMS AND CONDITIONS

6.1 EQUAL OPPURTUNITY AGREEMENT

- a. In connection with work performed under a City contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City's Equal Opportunity Pledge.
- b. By submitting a proposal in response to this solicitation, the respondent agrees to not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;
- c. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- d. Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

6.2 INDEMNIFICATION

The contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

6.3 ISSUANCE OF ADDENDA

- a. If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- b. Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:
- c. By signing and returning the addendum;
- d. By signing facsimile (subject to the conditions specified in the provision entitled "FACSMILIE DOCUMENTS".)

The City must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.

6.4 PAYMENT:

1. Payment for work completed will be invoiced on a monthly basis. Payment will be based on the unit pricing submitted by the contractor in the attached PRICING SCHEDULE.
2. In the event a contract is canceled under any provision herein, the City may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.
3. The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. The Contractor is responsible for inspecting and making a determination that debris that is loaded and hauled under this contract meets the eligibility requirements set forth by the City, FEMA and other state and federal agencies. Payment will not be made to the Contractor for debris that is loaded, hauled and disposed of that does not meet the eligibility requirements for reimbursement under such guidelines.
4. Final payment, less any offsets or deductions authorized hereunder or by law or plus any performance incentives, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens.

6.5 INSURANCE REQUIREMENTS:

Upon submittal of this request for proposal the submitting Contractor shall procure, pay for, and maintain at minimum the following insurance coverage's with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements, whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

- a. **Commercial General Liability** - in the amount of five million dollars (\$5,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.
- b. **Comprehensive Automobile and Water Vehicle Liability** - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one million dollars (\$1,000,000.00) per occurrence combined single

limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

- c. **Worker's Compensation** - Proposer shall provide a policy with employer's liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

a. **Pollution and Remediation Liability**

A. **Limits:** with limits of not less than five million dollars (\$5,000,000.00) annual aggregate / two million dollars (\$2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

- i. **Pollution Legal Liability-** (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
- ii. **Remediation Legal Liability Expense** - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gases, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
- iii. **Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense** arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.

Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

B. Conditions:

Each insurance policy shall include the following conditions by endorsement to the policy:

- i. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage's or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
- ii. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner's Self-Insured Retentions as, if any, of whatever nature.

6.6 OTHER CONSIDERATIONS

- a. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other rights-of-way

shall not be permitted unless prior arrangements have been made with the County's Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards.

- b. The Contractor shall be responsible for contacting Texas One Call (811), and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components are the responsibility of the Contractor.
- c. The Contractor is responsible for obtaining all applicable environmental and regulatory permits and testing results prior to the contractor commencing operations. Copies of all documentation granting approval shall be provided to the City.
- d. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.
- e. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- f. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in Nueces County, Texas area.

ATTACHMENT 1
PRICE PROPOSAL FORM
CITY OF PORT ARANSAS, TEXAS DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contractor's License (C.O.R.) Number: _____

Authorized Signature: _____

(Provide evidence of signing authority)

Name and Title: _____

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

FEE PROPOSAL SCHEDULE

CITY OF PORT ARANSAS MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES
PROJECT #37996. FEMA-4332-DR / DR-TX-

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	Removal and Disposal of Eligible Construction & Demolition (C&D)- marine based	Per CY		
2	Remove tires- marine based	Per CY		
3	Recreational sunken vessel; 25' up to 35' in length	LF		
4	Recreational sunken vessel; 36' up to 48' in length	LF		
5	Recreational sunken vessel; 36' up to 48' in length	LF		
6	Recreational sunken vessel; 36' up to 48' in length	LF		
7	Recreational sunken vessel; up to 24' in length	LF		
8	Recreational sunken vessel; 36' up to 48' in length	LF		
9	Load and haul C&D and mixed debris to Debris Management Site (DMS)-Marine Based	Per CY		
10	Haul out debris from DMS to final disposal site	Per CY		
11	Management and Operation of DMS	Per CY		
12	Licensed Landfill disposal fee	Per CY		
13	Licensed Landfill disposal fee for tires	EA		
14	Debris handling at temporary drying site (if necessary)	Per CY		

15	Mobilization/Demobilization/ Marine Debris Work	LS		
16				
	TOTAL			

ATTACHMENT
SAMPLE LOAD TICKET

LOAD TICKET	
TICKET NUMBER:	
CONTRACT NUMBER	
CONTRACTOR	
DATE:	
DEBRIS QUANTITY	
Truck No:	Capacity (TON):
Load Size (CY):	Tons:
Truck Driver:	
Origin of Load:	
DEBRIS CLASSIFICATION	
	Burnable
	Non-Burnable
	Mixed
	Other
LOCATION	
Section/Area:	Dumpsite

	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: (City) (County) Yellow: Contractor Pink: Driver Gold: FEMA	

**ATTACHMENT
SAMPLE TRUCK PLACARD**

Company Name

CITY OF PORT ARANSAS, TEXAS

Applicant

Truck Number