

REQUEST FOR PROPOSALS

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

B-22-02 Debris Monitoring, Recovery, and Other Related Services

(Professional services for the monitoring and managing removal of disaster generated debris from public lands, easements, and rights-of-way - private property may be included)

DEADLINE: Sealed proposals must be received no later than 2:00 p.m. on Monday May 9, 2022, at the Village of Surfside Beach, City Secretary's Office, 1304 Monument Drive, Surfside Beach, Texas 77541.

NO LATE PROPOSALS WILL BE CONSIDERED

OPENING: Proposals will be opened and names publicly read in the Council Chambers at City Hall located at 1304 Monument Drive, Surfside Beach, Texas 77541 on Monday May 9, 2022 at 2:15 p.m.

FORMS: The Proposal can be found on the Village of Surfside Beach's website www.surfsidetx.org Bidding Information; or by contacting Amanda Davenport, amanda@surfsidetx.org.

SEALED PROPOSALS: Shall be submitted including one (1) marked original along with one (1) electronic copy in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description.

MARK ENVELOPE: "RFP 22-02 Debris Monitoring, Recovery, and Other Related Services"

Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals shall be open for public inspection after contract award. Trade secrets and confidential or proprietary information, so noted in proposal, shall not be open for public inspection.

The Village of Surfside Beach hereby notifies all offerors that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the bid, the City reserves the right to consider the most advantageous bid thereof or to reject the bid.

REQUEST FOR PROPOSAL FOR
DEBRIS MONITORING, RECOVERY, and
OTHER RELATED SERVICES FOR THE VILLAGE OF SURFSIDE BEACH

The Village of Surfside Beach is located near the Gulf of Mexico and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris, to allow for security, emergency, and other service traffic. It is in the best interest of the Village of Surfside Beach to enter into a pre-event agreement with a firm to provide debris management and monitoring services in the event of a disaster.

The Village of Surfside Beach (the “Owner”) is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, and disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program and the Texas Division of Emergency Management (TDEM) guidelines.

Respondent must meet the following general conditions:

- (1) Ability to respond within seventy-two (72) hours after the disaster;
- (2) Selecting and permitting of TDSRS (Temporary Debris Staging and Reduction Sites) locations and any other permitting/regulatory issues as necessary;
- (3) Ability to provide monitoring of the clean up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”);
- (4) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring;
- (5) Entering load tickets into a database application and digitization of source documentation;
- (6) Developing daily operational reports to keep the City informed of work progress;
- (7) Development of maps, GIS applications as necessary;
- (8) Capability of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- (9) Possessing the experience in the provision of the Services for reimbursement through the FEMA Public Assistance program;

- (10) Ability to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within thirty (30) days following completion of debris hauling and removal;
- (11) Ability to conduct a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.

Respondent must further provide all information requested in this RFP.

**VILLAGE OF SURFSIDE BEACH
GENERAL TERMS & CONDITIONS**

1. RECEIPT AND OPENING OF PROPOSALS

The Village of Surfside Beach (hereinafter called the “Owner”), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original along with one (1) full electronic copy** in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description. **Forms supplied by the City in this package must be completed and included in all submittals.** Owner will receive proposals at the City Secretary’s Office, City Hall, 1304 Monument, Surfside Beach, Texas 77541. Proposals will be publicly opened at 2:15 p.m. after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

Any proposal received after the time and date specified shall not be considered.

The Owner may not consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

2. TERM OF AGREEMENT

The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2027. The Village of Surfside Beach reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term. Should the Village of Surfside Beach wish to exercise this right, it shall so notify the Contractor. Notice of intent to renew this contract will be given to the Contractor in writing by the Project Administrator, sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit the Village of Surfside Beach to a contract renewal). In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to the Village of Surfside Beach after the termination date of the initial Contract, will be deemed to be gratuitously provided, and the Village of Surfside Beach shall have no obligation to pay for such services unless the Village of Surfside Beach approves an agreement, in writing, to do so in its sole discretion.

3. PROPOSAL MODIFICATIONS

Any offeror may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to:

Amanda Davenport, City Secretary
amanda@surfsidetx.org

All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

4. METHOD OF AWARD

Evaluation will be based on the criteria stated in the RFP. The best proposal submitted by a responsible offeror will be negotiated with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal with deductible alternates applied in numerical order in which they are listed on the Form of Proposal, as produces a net amount, which is within the available funds.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

5. FUNDING OUT CLAUSE

In the event of a disaster, the City may elect to remove debris with City forces, to activate a contract resulting from this RFP or contract separately for debris removal. Funding sources will be identified when the contract is activated and will likely include FEMA, TDEM, and City funds.

The Owner warrants that funds are available to pay for this contract until the end of its current fiscal year and warrants funds will be requested to make payment in each appropriation period from now until the end of the last renewable option year. However, if funds are not made available after such request, then the Owner may terminate this agreement with thirty (30) days written notice.

6. QUALIFICATIONS OF OFFEROR

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

7. CONDITIONS OF WORK

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

8. LAWS AND REGULATIONS

The offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. SUBCONTRACTS

The offeror is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

10. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor(s) shall:

- (a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction"

published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

- (b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

11. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has a business relationship (as defined by Section 176.001(1-a)) with the local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of:

- (a) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- (b) the date the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire (Form CIQ) is available from the Village of Surfside Beach or from the Texas Ethics Commission at www.ethics.state.us. Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 216 W. Sealy, Alvin, Texas 77511. Please consult your own legal advisor if you have questions regarding the statute or this form.

12. PUBLIC ASSISTANCE CONSULTING SERVICES

The Contractor shall provide if requested by the City:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

13. SUPPLEMENTAL INFORMATION

- (a) All prices to be F.O.B., Destination, Village of Surfside Beach, Texas 77541.
- (b) The Village of Surfside Beach is exempt from all taxes in the State of Texas, including sales tax. A tax-exempt form will be provided upon request.
- (c) Use of brand names in specifications is descriptive and not restrictive, and any product of equal quality will be considered.
- (d) All exceptions to the specifications and/or brand names must be so stated on the proposal.
- (e) It is requested that vendors electing not to offer a proposal, submit a **“NO RESPONSE”** in order to remain on the bidder’s list.

Exhibit “A”
Scope of Services
Debris Removal Monitoring

Field Documentation of Work

Respondent shall carefully document debris removal activities as well as trees that contain hazardous hanging limbs, and hazardous trees that need to be removed. Respondent will work closely with the City and with FEMA to determine the most effective methods of documentation of the Contractor’s work to ensure that debris removal is eligible for Federal funding, and communicate with FEMA to ensure documentation supports verification needs for project reimbursement. Assess and monitor marine debris removal, including navigable waterways within the City’s jurisdiction.

Collection Monitoring of Right-of-Way and Public Property Debris/Trees

Respondent will provide collection monitors with each of the Contractor’s loading crews to ensure each load is related to the disaster, and is eligible for federal reimbursement. The street address will be recorded on each load ticket. The respondent will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for rating. Respondent will provide similar services if debris removal from private property is approved later for this project.

Pre-Validation of Debris and Trees

Respondent will work with FEMA in an effort to pre-validate as much debris and tree removal as possible.

Monitor Training

Respondent will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. Additionally, Respondent will get FEMA involved with the training program so that everyone has the same understanding of the disaster specific guidance for debris removal.

Spot Checks and Auditing of Monitors

Respondent will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City’s information, and FEMA documentation. Respondent will assist the City in public communication and relay any citizen complaints for action by the contractor or the City.

Truck Certification

Respondent will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control.

DMS/Disposal Sites

Respondent will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from the DMS through final disposal, if applicable.

Data Management

Respondent will establish a data management team that reconciles load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Contractor for use and information. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the City. Furthermore, Respondent will organize field information for FEMA documentation including photographs and GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Respondent will help track invoices for FEMA reimbursement and provide additional supporting information as necessary.

Recovery Services

The City is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in coastal community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and Private property vegetative/C & D hazard removal monitoring
- ROW and Private property demolition coordination and monitoring

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal project.

Safety Meetings and Monitoring Updates

Respondent will hold daily meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Respondent will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Status Reports

Respondent will provide detailed daily or weekly status reports to the City for use and information. Relevant project statistics and cumulative statistics will be shown in a straightforward manner to officials to provide information to the media or to their constituents.

Insurance

The proposer receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the City to verify such coverage.

- (1) Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the Village of Surfside Beach and its agents, employees and officials.
- (2) Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and personal Injury. The limits shall not be less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- (3) Business Automotive Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- (4) Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Exhibit "B"
Fee Schedule
Debris Removal Monitoring

Position	Hourly Rate
Project Manager	\$ _____
Operations Manager	\$ _____
Schedule/Expeditor	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Collection Monitor	\$ _____
Debris Site/Tower Monitor	\$ _____
Environmental Specialist	\$ _____
Project Inspector	\$ _____
Load Ticket Data Entry Clerk	\$ _____
Billing/Invoice Analyst	\$ _____
Administrative Assistant	\$ _____
Field Coordinator	\$ _____
Data Manager	\$ _____
Damage Assessment Estimator	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
	\$ _____
	\$ _____
	\$ _____

- The rates provided above include lodging, mileage, and all other expenses.
- No separate payment will be made for expenses.
- Overtime hours will also be paid at the hourly rates above.

PROPOSAL REQUIREMENTS AND RESPONSE FORMAT

Respondent shall present their responses to this Request for Proposal in the manner and format listed below, identifying each response by its respective tab.

TAB ITEM

1. COMPANY INFORMATION

A company profile which must include the firm name and business address, including telephone number. Year established (include former firm names and year established, if applicable). Type of ownership and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with the Owner.

2. COMPANY EXPERIENCE

Provide information indicative of experience in other projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least ten (10) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past five (5) years, including at least one project involving removal of at least 100,000 cubic yards of debris. Identification of governmental clients for whom similar services have been provided including name of client, client contact person, the description of services performed, and quantity of debris monitored. Whether or not Respondent has had a contract related to debris removal cancelled within the past seven (7) years. If so, state the name and address of the other contracting party and reason. Provide resumes of key staff.

3. REPRESENTATIVE LIST OF PROJECTS

The respondent shall provide references for five debris projects of similar size performed over the past five years. Include the client's name, debris quantity, brief summary of work, and name, address, and phone number of a responsible contact person. Provide a listing of all pre-position or pre-event debris contracts with cities, counties, or other entities within 100 miles of the Village of Surfside Beach.

4. Completed Exhibit "B" - "Fee Schedule."

5. Completed "Indemnity Hold Harmless Agreement"

6. Completed Bid Affidavit

7. Completed Conflict of Interest Questionnaire - Form CIQ

EVALUATION AND CONTRACT AWARD

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Respondent, who after evaluation of the criteria stated in Item D, is determined to best meets the needs of the Owner. The Owner has the option to:
- (1) Request that Respondent(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 - (2) Process the selection of the successful Respondent without further discussion with or notification to the other Respondents.
 - (3) Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Respondent's qualifications and reserves the right to verify all information submitted by Respondent(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Respondent who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Respondent. In many cases it is deemed advisable to conduct investigations of several Respondents concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Respondent is not eligible to receive an award.
- C. The following criteria will be used by City staff to evaluate the proposals and make a selection:
- 15% References on recent projects of similar size and scope
 - 20% Qualifications of firm and key staff
 - 15% History of successful project performance without major de-obligations of FEMA funding
 - 20% Management Systems/Reporting Systems/Training Manual
 - 30% Cost of Services Proposed
- D. Award will be made to one or more Respondents that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered, or to reject any and all Proposals.

SECTION III – PROPOSAL STATEMENTS

I have read and understand the requirements of this proposal, Debris Monitoring, Recovery, and other Related Services, and agree to provide the required services in accordance with this Proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up.

Positions	Hourly Rates
Project Manager	\$ _____
Operations Manager	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site Monitor	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Project Assistants	\$ _____
Field Coordinators (crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBMITTED BY:

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: _____

EMAIL: _____

BID AFFIDAVIT

All pages in Offeror’s PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature in binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which process are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be ninety (90) calendar days from the bid opening.

STATE OF _____ §
_____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

“I, _____, am duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing proposal has been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon.”

STATE RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the STATE of Texas. Yes ___ No ___

LOCAL RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the Village of Surfside Beach, State of Texas.

Yes ___ NO ___

NON-RESIDENT CERTIFICATION:

Our principal place of business is _____,
(City) (State)

Name and Address of Offerer:

Telephone Number _____

Email Address: _____

By: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 2022.

(Name of Notary)

Notary Public in and for the State of _____

(Seal)

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The Village of Surfside Beach is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The Village of Surfside Beach will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid.

Thank you.

VILLAGE OF SURFSIDE BEACH

INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor(s), its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Village of Surfside Beach, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor(s) relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor(s) or anyone directly or indirectly employed by or working as an independent contractor for Contractor(s) or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor(s) expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor(s), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Surfside Beach, its Council members, officers, agents and employees and herein provided.

Contractor

Date

Printed Name

Signature

STATE OF TEXAS

COUNTY OF BRAZORIA

NON-EXCLUSIVE CONTRACT FOR DEBRIS REMOVAL
RESULTING FROM FUTURE DISASTERS

This contract (this "Contract") is made and entered into on the _____ day of _____, 2022, by and between the Village of Surfside Beach, Texas (the "Owner") and _____ ("Contractor") authorized to transact business in the State of Texas (the "State").

WHEREAS, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes which may produce huge quantities of debris; and

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to monitor the clean up, removal, separating, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and TDEM, as hereinafter defined;

WHEREAS, the term of this contract shall be for a period of five (5) years, ending on December 31, 2027, with an option to renew for an additional five (5) years;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) All Exhibits, including Exhibit A and Exhibit B, and Appendix A
- (3) Notice of Invitation for Proposal;
- (4) Contractor's Qualifications;
- (5) General Conditions;
- (6) Contractor's Bonds;

- (7) Notice of Award;
- (8) Notice to Proceed; and
- (9) Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control:

- (a) Contract, including Exhibit A - Scope of Services, and Exhibit B - Contractor's Proposal, and Appendix A, Federal Contract Provisions;
- (b) Duly authorized Change Orders;
- (c) General Conditions;
- (d) Notices, Bonds; and
- (e) Contractor's Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

By: _____

Its: _____

VILLAGE OF SURFSIDE BEACH, TEXAS

By: _____

Its: _____

Attest: _____