

**REQUEST FOR PROPOSAL
DEBRIS REMOVAL & EMERGENCY SERVICES FOR
THE CITY OF SWEENY, TEXAS**

DEADLINE: Sealed proposal submittals must be received and time stamped by **2 p.m., Central Standard Time, Friday, June 2nd, 2023.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **2:05 p.m. on Friday, June 2nd, 2023** in the City Council Chambers, City Hall, 102 W ASHLEY WILSON ROAD, SWEENY, TX 77480. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

MARK ENVELOPE: RFP DEBRIS REMOVAL & EMERGENCY SERVICES

DELIVERY ADDRESS: Please submit **one (1) original hard copy, three (3) exact duplicate hard copies, and one electronic copy (USB)** of your **RFP** to:

CITY OF SWEENY
CITY MANAGER
102 W Ashley Wilson Road
SWEENY, TEXAS 77480

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed **in writing** to:

City of Sweeny
Lindsay Koskiniemi, City Manager
102 W Ashley Wilson Road
P. O. Box 248
Sweeny, TX 77480
citymanager@sweenytx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Sweeny.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. Faxed or electronically transmitted RFP submittals will not be accepted.

Lindsay Koskiniemi
City Manager
City of Sweeny

**REQUESTS FOR PROPOSALS
DEBRIS REMOVAL & EMERGENCY SERVICES FOR
THE CITY OF SWEENEY, TEXAS**

(To be Completed ONLY IF YOU DO NOT BID.)

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR’S LIST. However, if you are removed you will be reinstated upon request.

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

NO BID is submitted: ___ this time only ___ not this commodity/service only

	Yes	No
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

City of Sweeny, Texas
Request for Proposals
Debris Removal and Emergency Services

OBJECTIVE

The City of Sweeny (the “City”) is seeking a response to the Request for Proposals (RFP) to acquire the services of a qualified firm to plan and execute Debris Removal and Various Emergency Services. The Contractor may be called upon throughout the contract term to render services to assist the City with special needs and events for other than full scale disasters. It is the City’s intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster. The City shall determine by evaluation of the response to the RFP, the designation of Contractor(s) to be responsible for designated services.

It is the intent of the City to award a one year contract with the possibility of two (2) one year extensions that must be submitted to City Council for approval. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted. The agreement or contract between the selected respondent and the City will be non-exclusive, on an as-needed basis and will not provide for a retainer.

BACKGROUND

1. The City serves an area of one and a half (1.5) square miles with a population of approximately 5,000.
2. The City is organized into five (5) departments and provides a full range of municipal services to its citizens including fire and police protection, water and sanitary sewer utilities, solid waste removal and disposal, the construction of streets, drainage and other infrastructure, recreational activities and other cultural activities.
3. During a state of emergency, the Mayor assumes the leadership of the City. The Mayor is assisted by the Emergency Management Team in addition to all the City department directors.

SCOPE OF WORK

The Contractor will provide the City with services designed to support debris removal and emergency management needs. The City reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the City deems necessary in order to make a determination shall be provided by the firms upon request.

1. The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.
2. The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.

3. Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.
4. Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.
5. The services, equipment and products used shall include but not be limited to:
 - Emergency Road Clearance
 - Emergency Power Generators
 - Temporary Satellite Communications
 - Temporary Sanitary Facilities/Portable Housing Facilities
 - Reefer and Refrigerator Container with an initial ice delivery
 - Potable Water Truck and Drinking Water (add water troughs)
 - Mobile Fleet Repair Facilities, Technicians and Mechanics
 - Temporary Signage and Traffic Control
 - Canteen, inclusive of Operation and Staffing
 - Right of Way (ROW) Debris Removal
 - Tree, Tree Stump and Tree Limb Removal
 - Right of Entry (ROE) Debris Removal
 - Demolition of Structures
 - Emergency Temporary Dry-in of Facilities
 - Temporary Security Personnel
 - Temporary Lighting
 - Temporary Fueling Facilities, inclusive of storage and dispensing
 - Rental of various types of equipment (i.e. loaders, dump trucks, etc.) with and without operators, including rear-loader refuse trucks
 - Temporary Fencing
 - Other Disaster Related Services: Waterway Debris Removal

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

Detailed descriptions of the above listed services, equipment and products are located in Appendix A.

STRATEGIC PLANNING

The Contractor in conjunction with the City shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation in a PDF format and/or other City directed digital format to the City for approval fourteen (14) days prior to the pre-event planning meeting.

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

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;

- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the City Staff annually prior to hurricane season for pre-event planning. At this meeting, the City and Contractor will discuss elements that may change or affect disaster recovery.

MOBILIZATION

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

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

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

- The City will release the equipment to the Contractor for deployment outside of the City. This process shall be in writing with the City's Representative signature authorizing the release of the equipment.
- In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.
- The contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center.
- The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

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

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

The Contractor shall be capable of deploying all resources for the following immediate need services within twenty-four (24) to thirty-six (36) hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the City;

- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance facility;
- Traffic control and signage; and
- Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 48 hours following an event for all other services.

The City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) FIRM QUALIFICATIONS AND EXPERIENCE

1. Provide a brief profile of the firm including types of services, equipment, and products offered, year founded, form of the organization and location of offices and response facilities.
2. Please describe in detail the current and historical experience the proposer has working with governmental entities in responding to and dealing with debris removal and emergency services resulting from natural disasters such as tornadoes, wildfires, floods or any other weather events within the past five (5) years. Provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of the RFP. References must contain the name, title, company name, address, phone and email of organizations that may be contacted to verify qualifying experience.
3. Provide a brief statement of assurance as to the firm's ability to deliver within a reasonable time, personnel, equipment, and products to the area affected by the disaster.
4. Please state any experience the firm has in relation to FEMA claims reimbursement.

***NOTE: ~ All references must be for the responding firm operating under its existing name and must be for the firm as a company. References will not be for an individual, but for the company as a whole.**

B.) PERSONNEL QUALIFICATIONS

1. Please identify all key personnel who are to be part of the proposed team. Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to this project. Information should be presented in sufficient detail as to provide the City an indication that the personnel involved can perform the work specified in this RFP. The City reserves the right to approve or reject each member of the team and to request substitutions. For each person, please provide the following:

- a. Full name;
 - b. Employment history;
 - c. Education and professional licensing of each person as it relates to this project;
 - d. Specific description of what role the individual will have in this project; and
 - e. Any additional helpful information to indicate the individual's ability to aid the proposer in successfully performing the work involved in this RFP.
2. Provide an organizational chart covering the services offered in the proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The proposer must assign a contact person to the project.

C.) PROJECT MANAGEMENT PLAN

1. Describe your firm's capability to provide all services and equipment required for response and recovery.
2. Provide a description of the firm's typical resourcing approach for a project of similar scope, indicating staff hierarchy and level, contractor oversight, equipment ordering, etc.
3. Include sample billings.
4. Should include a plan to maintain adequate sub-contractors and equipment to expeditiously complete the City debris removal project in the event of additional disasters occurring throughout the US.
5. Should include a plan to utilize small and minority businesses, women's business enterprises, and labor surplus area firms. Also should include a method of tracking the use of these firms and supply this to the City.

D.) COST OF PROFESSIONAL SERVICES

The Offeror must utilize the form provided in Appendix B in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. After submission and before selection of a contractor, an Offeror may submit an amendment to Appendix B with the prior written consent of the City. Submission of an amendment to Appendix B without the prior written consent of the City will result in any offer being determined non-responsible, and may result in the proposal's disqualification.

The Offeror acknowledges as set forth in the following section of this RFP (Evaluation and Selection Process) that upon recommendation of the qualified firm, a contract will be offered based on negotiated cost of services and fees by and between the City and the selected proposer.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 - a. Firm Qualifications and Experience (20 points)
 - b. Personnel Qualifications (20 points)
 - c. Project Management Plan (40 points)
 - d. Cost of Professional Services (20 points)
2. The evaluation committee shall recommend the most qualified firm to the City Council for approval and will offer a contract based on services and fees as agreed upon.
3. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committees' decision.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Finance Office any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers. The form can be located at the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you in compliance with them.

Any information provided by the City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City Employees who are anticipated to either recommend or approve award of the proposal.

MAYOR: DUSTY HOPKINS

COUNCIL MEMBERS:

MARK MORGAN JR.; REECE COOK; BRIAN BROOKS; JOHN RAMBO; TIM PETTIGREW,
MAYOR PRO-TEM

CITY STAFF

City Manager: Lindsay Koskiniemi
City Secretary: Kaydi Smith
Director Of Finance: Karla Wilson
Emergency Management Coordinator: Devin Lemon

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City, or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Sweeny, Attn.: **Accounts Payables**, City Hall, 102 W Ashley Wilson Road, P. O. Box 248, Sweeny, Texas 77480 or email directly to accountspayable@sweenytx.gov

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Sweeny, Texas, Brazoria County. The City may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City Code of Ordinances prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Sweeny , Sweeny, TX 77480.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Sweeny, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each

person /\$1,000,000 per occurrence; and,

b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,

c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City. Contractor shall also file with the City valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City. Do not submit this form unless you receive an award letter from the City.**

PUBLIC INSPECTION OF PROPOSALS: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this

project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification.** Vendors shall not contact any City personnel during the proposal process without the express permission from the City Manager.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

ADDITIONAL INFORMATION: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

APPENDICES

RETURN WITH PROPOSAL

A. Scope of Work Details	Yes
B. Cost Proposal Form	Yes
C. References	Yes
D. Letter of Interest	Yes
E. Affidavit	Yes
F. Conflict of Interest Questionnaire	Yes
G. Proposer Warranties	Yes
H. Non Collusion Affidavit	Yes
I. House Bill 89 Verification	Yes
J. SB 252	Yes
K. MBE Document	Yes
L. Federal Clauses (1-12)	Yes
M. Verifications	Yes

**Scope of Work Details
(from page five (4))**

APPENDIX A

EMERGENCY ROAD CLEARANCE (1ST 30 DAYS)

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the City. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

EMERGENCY POWER GENERATORS

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the City. The Contractor shall contact Emergency Management (EM)/Emergency Operation Center (EOC) staff before final location of generators is decided. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.

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

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

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

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

City will compensate the Contractor as follows:

- **Equipment/Materials** - City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Emergency Power Generators (Item C). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** - City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SATELLITE COMMUNICATON

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. An initial eight (8) phones are required.

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

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

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

- Comfort Station-10 stall units
- Comfort Station-26A BT Unit
- Shower Units - 4 stall
- Shower Unit- 6 stall
- Shower Units -12 stall with 6 sinks
- Portable laundry facilities

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

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

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

REEFER & REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY

Upon the request of the City, the Contractor shall provide a minimum of one (1) reefer trailer container with four (4) pallets of bagged ice and one (1) refrigerated container trailer immediately following a disaster event. Placement of trailers containers shall be as directed by the City.

The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.

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

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

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Refer and Refrigeration Containers w/Initial Ice Delivery per (Item F). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** - City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

Upon the request of the City, the Contractor shall provide potable water trucks (to be specified by Emergency Management) and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the City.

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

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

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Potable Water truck and Drinking Water (Item G). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS

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

City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Mobile Fleet Repair Facility (Item H). The City can at any time request a copy of the supplier's invoice for the pay request.

TRAFFIC CONTROL AND SIGNAGE

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

- 200 each – Safety Type II Barricades with flashing lights
- 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands
- 100 each – Diamond Grade 8 Gauge Aluminum 36" x 36" Stop signs
- 100 each – Fourteen (14) Gauge 2" x 2" x 1¼" square pre-drilled poles
- 100 each – A-Frame stands for 36" signs

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

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

City will compensate the Contractor based on the Contractor's cost, per Appendix B of the Cost Proposal section, Temporary Signage and Traffic Controller (Item I). The City can at any time request a copy of the supplier's invoice for the pay request.

CANTEEN

As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding one hundred (100) City and Mutual Aid employees.

The City will compensate the Contract based on the following:

- **Equipment and Materials** - City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage.
- **Staffing Labor** - City will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage per Appendix B of the Cost Proposal section, Canteen (Item J). The City can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL

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

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

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

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

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

Seabreeze Landfill
10310 FM 523,
Angleton, TX 77515

City of Sweeny
Fire Field

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

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, streets, roads, and other rights-of-way, including any other locally owned

facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City.

This task shall consist of five (5) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.

Task services shall include:

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

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

- Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;
- Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the five (5) types of debris;
- Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the City.
- Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

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

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

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

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

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

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

TREES, TREE STUMP AND TREE LIMB REMOVAL

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City; said facilities may include as to winter storm events, deicing equipment, barricades of towing or other vehicle removal equipment and sand or other materials as may be necessary to be provided in, on or along City, County or State highways within the City.

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

The City will authorize the Contractor to provide these services as they may be required.

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

A stump may be determined to be **hazardous** and eligible for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

If an uprooted stump must be removed **prior to FEMA's approval**, the Monitoring Contractor will submit the following information to the City:

- Photographs and GPS coordinates that establish the location on public property;
- Specifics of the threat;
- Diameter of the stump 24 inches from the ground; and
- Quantity of material needed to fill the resultant hole.

The Contractor may remove, transport, dispose of, and fill the hole from a stump of **more than 24 inches in diameter** if:

- The City and State agree the tree or stump is hazardous according to the above definition;
- FEMA approved the removal in advance; and
- A Hazardous Stump Worksheet is completed and submitted for FEMA approval. A copy of the Hazardous Stump Worksheet may be found in Appendix G, *FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility*.

Stumps measuring **24 inches in diameter or less** do not require special equipment for removal.

The unit price for stump removal includes the extraction, transport, and disposal of the stump as well as filling the cavity that remains.

In some instances, grinding of an uprooted stump and filling the resulting cavity may cost less than a complete extraction. In these cases, the City should present the cost comparison documentation to FEMA for consideration; however, the stump must have already been determined eligible for removal according to the above

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

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

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

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

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

Contractors shall remove hanging limbs if limb are:

- Located on improved public property;
- Greater than two inches in diameter at the point of breakage; and
- Still hanging in a tree and threatening a public-use area, e.g. trails, sidewalks, golf cart paths.

Only the minimum amount of work necessary to remove the hazard is eligible. Pruning, maintenance trimming, and landscaping are not eligible. Work should be executed in an efficient manner. For example, all hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. Do not remove hanging limbs from a tree that has been determined to be a hazard and is scheduled for removal. Cost is on a per tree basis.

An eligible scope of work may be to cut the branch at the closest main branch junction. Contact the City before removing the entire branch back to the trunk. Remove limbs if the canopy of a tree located on private property extends over a public right-of-way such as a sidewalk, removal of hazardous limbs on the tree that extend over the public right-of-way and meet the above criteria. Contact City before removing limbs on the tree that do not extend over the public right-of-way.

City will compensate the Contractor as follows:

- **Trees/Tree Stump** – City will compensate the Contractor based on the Contractor’s cost, per Appendix B of the Cost Proposal section, Tree and Stump Removal (Item L). The City can at any time request a copy of the supplier’s invoice for the pay request.
- **Tree Limbs** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RIGHT-OF-ENTRY DEBRIS REMOVAL (IF IMPLEMENTED BY THE CITY)

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

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be

located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

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

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

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

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

DEMOLITION OF STRUCTURES (IF IMPLEMENTED BY THE CITY)

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City; said facilities may include as to winter storm events, deicing equipment, barricades of towing or other vehicle removal equipment and sand or other materials as may be necessary to be provided in, on or along City, County or State highways within the City.

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

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

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

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

The City will compensate the Contractor based on Appendix B of the Cost Proposal section, Demolition of Structures (Item M).

EMERGENCY TEMPORARY DRY-IN OF FACILITIES

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

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

The basic scope for these services is as follows:

Roofing

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the City.

Overhead Doors

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.
- If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- City will compensate the Contractor as follows:

Materials/Equipment – City will compensate the Contractor based the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B of the Cost Proposal section, Emergency Dry-In of Facilities (Item N). The City can at any time request a copy of the supplier’s invoice for the pay request.

Labor – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SECURITY PERSONNEL

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

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

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

TEMPORARY LIGHTING

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

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

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall

be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

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

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on Appendix B. Cost Proposal section, Temporary Lighting (Item P).
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY PORTABLE FUELING SITES AND DISPENSING

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

The equipment proposed must be stabilized and properly secured units in the event of tornadoes, wildfires, floods or any other weather events that may affect the fueling facility.

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

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

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

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

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal section, Portable Fueling Dispensing Unit and Services (Item Q). The City can at any time request a copy of the supplier's invoice for the pay request.
- **Labor** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

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

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

City will compensate the Contractor as follows:

- **Specified Equipment** – City will compensate the Contractor based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

- **Unspecified Equipment** – City will compensate the Contractor based on the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY FENCING

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

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

City will compensate the Contractor as follows:

- **Equipment/Materials** – City will compensate the Contractor based on the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix B. Cost Proposal section, (Item S). The City can at any time request a copy of the supplier’s invoice for the pay request.
- **Labor and Specified Equipment** – City will compensate the Contractor based on the Equipment/Labor Rate Schedule (Item A).

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul process and dispose of the collected debris, as directed by the City. Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, and marinas of the City. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Labor for services shall be compensated based on Appendix B Cost Proposal Equipment/Labor Rate Schedule (Item A).

APPENDIX B

COST PROPOSAL

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the City's evaluation

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D8 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.10	Chainsaw with operator	\$	\$	\$
A.11	Laborers	\$	\$	\$
A.12	Four men crew with transportation	\$	\$	\$
A.13	Three men crew with transportation	\$	\$	\$
A.14	Two men crew with transportation	\$	\$	\$
A.15	Supervisor with transportation	\$	\$	\$
A.16	Safety Manager with transportation	\$	\$	\$

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Flagger for traffic control	\$	\$	\$
A.18	Canteen Staff	\$	\$	\$
A.19	Canteen Supervisor	\$	\$	\$
A.20	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.21	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.22	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation and administration costs	\$	\$	\$

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Cost Per Hour
A.34	Refuse Trucks, Rear-Loading	\$
A.35	Miscellaneous Unspecified Construction Equipment	\$

B. EMERGENCY ROAD CLEARANCE

Contractor shall be compensated in accordance with schedule A above.

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the City gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. The “essential” generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an “as-required” basis. In some instances the “essential” generators may not be necessary, which may result in the City returning them to the contractor.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8 hours per day; and 3) 24 hours/7 days per week.

Item	Generator	Non-Essential Cost		Essential Cost	
		Round Trip Transportation	Cost per Week	Round Trip Transportation	Cost Per Week
C.1	30 KW minimum	\$	\$	\$	\$
C.2	45KW minimum	\$	\$	\$	\$
C.3	50 KW minimum	\$	\$	\$	\$
C.4	80 KW minimum	\$	\$	\$	\$
C.5	100 KW minimum	\$	\$	\$	\$
C.6	129 KW minimum	\$	\$	\$	\$
C.7	141 KW minimum	\$	\$	\$	\$
C.8	150 KW minimum	\$	\$	\$	\$
C.9	175 KW minimum	\$	\$	\$	\$
C.10	336 KW minimum	\$	\$	\$	\$
C.11	600 KW minimum	\$	\$	\$	\$
C.12	1180 KW minimum	\$	\$	\$	\$
C.13	1250 KW minimum	\$	\$	\$	\$
C.14	2500 KW minimum	\$	\$	\$	\$

D. SATELLITE COMMUNICATIONS

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Cost Per Week
D.1	Rental of Equipment & Usage-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$

E. TEMPORARY SANITARY FACILITIES

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Week
E.1	Comfort Station-10 stall units	\$	\$
E.2	Comfort Station-26 ft BT Unit	\$	\$
E.3	Shower Units – 4 stall	\$	\$
E.4	Shower Units 6 stall	\$	\$
E.5	Shower Units – 12 stall with 6 sinks	\$	\$
E.6	Portable Laundry Facilities	\$	\$

F. REEFER & REFRIGERATION CONTAINERS WITH INITIAL ICE DELIVERY

Equipment shall be leased by Contractor for a monthly cost. Cost for fueling, repairs and maintenance shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A), if required.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Month
F.1	Equipment Rental	\$	\$
F.2	Equipment Rental for Morgue	\$	\$
F.3	Initial Ice Delivery and possible future deliveries	\$	\$

G. POTABLE WATER TRUCK AND DRINKING WATER

Labor for fueling, refilling trucks and maintenance/repairs shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the cost per week.

Item	Description	Round Trip Transportation Cost Per Unit	Cost per Week
G.1	Equipment Rental	\$	\$
G.2	Initial Bottled Water Delivery and possible future deliveries	\$	\$

H. MOBILE FLEET REPAIR FACILITIES

Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Week
H.1	Equipment Rental	\$	\$
H.2	Staffing Labor	\$	\$
H.3	Materials (i.e., supplies, oil, repair materials)	\$	\$

I. TEMPORARY SIGNAGE AND TRAFFIC CONTROL

Labor for installing signage and traffic control devices shall be compensated based on Appendix B Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a monthly cost.

Item	Description	Cost Per Month
I.1	Equipment Rental	\$
I.2	Equipment Purchased by City	\$

J. CANTEEN

Equipment shall be leased by Contractor for cost per month. Labor for staffing Canteen shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Round Trip Transportation Cost Per Unit	Cost Per Month
J.1	Equipment Rental	\$	\$

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Compensation for the services shall be based on the following schedule.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.3	Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles of pick-up site but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$
K.6	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.7	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$
K.8	Loading and transporting Mulch to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard	\$
K.9	Loading and Transporting Mulch to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.10	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.12	ALTERNATE: Loading and Transporting Ash to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.13	Pick up vegetative debris from curbside and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.14	Pick up vegetative debris from ROE personal property and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.15	Pick up clean C&D from curbside and haul to TDSRS within five (5) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.16	Pick up clean C&D from curbside and haul to TDSRS within ten (10) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.17	Pick up clean C&D from curbside and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.18	Pick up clean C&D from ROE personal property and haul to TDSRS within five (5) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.19	Pick up clean C&D from ROE personal property and haul to TDSRS within ten (10) miles of City of Sweeny (based on incoming yardage)	Cubic yard	\$
K.20	Pick up clean C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.21	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.22	Loading and Transporting compacted clean C&D to final disposal site within Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard	\$
K.23	Loading and Transporting compacted clean C&D to final disposal site outside Brazoria County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	
K.24	Pick up clean C&D from curbside and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.25	Pick up clean C&D from ROE personal property and transport directly to an approved Brazoria County disposal site. (based on picked up yardage)	Cubic yard	\$
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.27	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.28	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of Sweeny, _____, _____ (based on incoming yardage)	Cubic yard	\$
K.31	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of City of Sweeny but within Brazoria County (based on incoming yardage)	Cubic yard	\$
K.32	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.33	Loading and Transporting compacted contaminated C&D to final disposal site within Brazoria County (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.34	Loading and Transporting compacted contaminated C&D to final disposal site outside Brazoria County (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ \$
K.35	Pick up contaminated C&D from curbside and transport directly to an approved Brazoria County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.36	Pick up contaminated C&D from ROE personal property and transport directly to an approved Brazoria County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$

WHITE GOODS			
Item	Description	UOM	Unit Price
K.37	Pick up of White Goods and transportation to the City's Recycling Center	Each	\$
K.38	Pick up of White Goods and transportation to a City recognized recycling vendor, located within Brazoria County	Each	\$
K.39	Pick up and transportation of White Goods to the TDSRS for the City's pick up and final disposal	Each	\$

HAZARDOUS WASTE			
Item	Description	UOM	Unit Price
K.40	Pick up of Hazardous Household Waste. Offerors shall provide their program method and pricing structure for hazardous household waste. Including TVs and other electronics	Each	\$

K.41	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E-waste.	Each	\$
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L. TREE AND STUMP REMOVAL

Compensation for Tree/Tree Stump services shall be based on the schedule below. **Tree limb removal to be reimbursed based on the unit rates proposed in Schedule A.**

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$	\$
L.2	Equal to or greater than 48"	\$	\$

M. DEMOLITION OF STRUCTURES

Compensation for services shall be based on the schedule below.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq ft	\$
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq Ft	\$
M.3	Single Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.4	Two Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$

N. EMERGENCY DRY-IN OF FACILITIES

Labor for performing services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a daily cost.

Item	Description	Cost Per Day
N.1	Non-specified Equipment Rental	\$
N.2	Materials (i.e. plywood, hardware materials)	\$

O. TEMPORARY SECURITY

Labor for performing services shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Cost
O.1	Equipped Security Staffing w/transportation.	\$

P. TEMPORARY LIGHTING

Labor for fueling, lighting maintenance and maintenance/repairs of equipment shall be compensated based on Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for a weekly cost.

Item	Description	Cost Per Week
P.1	Equipment Rental	

Q. PORTABLE FUELING DISPENSING UNIT AND SERVICES

Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix B. Cost Proposal Equipment /Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the weekly cost.

Item	Description	Cost Per Week
Q.1	Equipment Rental	\$

R. MISCELLANEOUS EQUIPMENT RENTAL

Contractor shall be compensated in accordance with Appendix B. Cost Proposal Equipment/Labor Rate Schedule (Item A).

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

OFFEROR MUST RETURN THIS PAGE WITH OFFER

LETTER OF INTEREST

RFP – To Provide Debris Removal Services

Deadline: June 02, 2023 at 2 P.M.

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals, issued by the City of Sweeny, TX (City) to provide Debris Removal & Emergency Services for the City of Sweeny, TX. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed Cost Proposal
- ❖ References
- ❖ Completed RFP Letter of Interest Form
- ❖ Completed Affidavit
- ❖ Completed Conflict of Interest Form
- ❖ Completed Non Collusion Affidavit
- ❖ House Bill 89 Verification
- ❖ Proposer Warranties
- ❖ SB 252
- ❖ Federal Clauses (1-12)
- ❖ Verifications

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

APPENDIX E

AFFIDAVIT

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

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Sweeny. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Sweeny and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For Vendor or other person doing business with local governmental entity

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

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).

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 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of a 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

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm Name **Date**

Address **City/State/Zip**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

CITY OF SWEENEY, TEXAS
NON-COLLUSION AFFIDAVIT

CITY OF SWEENEY §

STATE OF TEXAS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this the _____ day of _____, 20____.

Notary Public in and for the
State of Texas

My commission expires: _____

House Bill 89 Verification

I, _____ (Person name), the undersigned

representative (hereafter referred to as "Representative") of _____

_____ (company or business name, hereafter referred to as "Business Entity"), being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the City of Sweeny; and
3. That Representative understands that the term "boycott Israel" is defined by Texas Government Code Section 2270.001 to mean 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.

SIGNATURE OF REPRESENTATIVE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this _____ day of _____, 20____.

Notary Public

SB 252
CHAPTER 2252 CERTIFICATION

I, _____, the

undersigned a representative of _____
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sweeny Finance Department and Administration.

Name of Company Representative (Print)

Signature of Company Representative

Date

MBE DOCUMENT

By signing this document the contractor is acknowledging that if a subcontractor is required the following will be done to make a good faith effort to hire a minority business (HUB or DBE).

1. **Solicitation Lists.** Must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).
2. **Solicitations.** Must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
3. **Dividing Requirements.** Must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
4. **Delivery Schedules.** Must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
5. **Obtaining Assistance.** Must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).

_____ (printed name of signatory)

_____ (signature and date)

**FEDERAL
CLAUSES**

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(printed name of signatory)

(signature and date)

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(printed name of signatory)

(signature and date)

3. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

(printed name of signatory)

(signature and date)

4. EQUAL EMPLOYMENT OPPORTUNITY
29 CFR Part 1630, 41 CFR Parts 60 et seq.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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."

(printed name of signatory)

(signature and date)

5. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT

By signing and submitting its bid or proposal, the bidder or proposer agrees to comply with the following:

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(printed name of signatory)

(signature and date)

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR § 5.5(b)

(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 (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 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 (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

(printed name of signatory)

(signature and date)

7. LOBBYING

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

Contractors who apply or bid for an award of \$100,000 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
Signature of Bidder/Contractor /Subcontractor's Authorized Official

Printed Name of Bidder/Contractor /Subcontractor's Authorized Official

Title of Authorized Official

8. CLEAN AIR
42 U.S.C. § 7401 et seq.

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 Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

9. CLEAN WATER REQUIREMENTS
33 U.S.C. 1251 et seq.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(printed name of signatory)

(signature and date)

**10. PROCUREMENT OF RECOVERED
MATERIALS
42 U.S.C. 6962**

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(printed name of signatory)

(signature and date)

11. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

(printed name of signatory)

(signature and date)

12. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

(printed name of signatory)

(signature and date)

**I. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2271.002**

Chapter 2271 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott Israel, and (2) will not boycott Israel during the term of the contract. Boycotting Israel includes refusing to deal with, terminating business activities with, or otherwise taking any action 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 with an Israeli controlled territory, but does not include an action made for ordinary business purposes.

By executing this contract, Consultant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

**II. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the contract. Boycotting energy companies includes without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Section (A).

By executing this contract, Consultant verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

**III. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2274.002**

Chapter 2274 of the Texas Government Code prohibits the City from entering into a contract for goods or services that (a) has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds and (b) is with a for-profit company, not including a sole proprietorship, that has 10 or more full-time employees unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract

against a firearm entity or firearm trade association. Discriminating against a firearm entity or firearm trade association is defined in Texas Government Code Section 2274.001.

By executing this contract, Consultant verifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract.

**IV. VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2252**

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it: (1) is not identified on a list prepared and maintained under Texas Government Code § 806.051, § 807.051, or § 2252.153; (2) is not engaged in business with Iran, Sudan, or a foreign terrorist organization; and (3) Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The above-stated verifications are given as to the below named company and as to its wholly-owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates.

The above-stated verifications are submitted by the company's general counsel, chief compliance officer, managing director or other officer given specific authority to so execute on behalf of the company.

Company/Firm: _____

Signature

Printed Name: _____

Title: _____

Date: _____