

NOTICE OF INVITATION FOR PROPOSAL

Notice is hereby given that sealed proposals will be received in the City Secretary's office by 4:00 p.m. on Thursday, July 2, 2009 at 305 E. Maxan St., Port Isabel, Texas 78578. Envelopes containing the proposals must be sealed, addressed to City of Port Isabel, and designated as proposal for the following described, to wit;

REQUEST FOR PROPOSALS FOR PRE-HURRICANE PROFESSIONAL SERVICES FOR FEMA PUBLIC ASSISTANCE CONSULTING SERVICES OF DEBRIS REMOVAL AND RELATED SERVICES RESULTING FROM A HURRICANE PER PROPOSAL SPECIFICATIONS"

COMPANY/NAME: _____

ADDRESS: _____

CITY AND STATE: _____

SIGNATURE: _____

Proposal specifications may be obtained from City Secretary's office at 305 E. Maxan St., phone 956-943-2682 or at our website www.portisabel-texas.com. Each proposal package must contain the Respondent's Proposal in a sealed envelope. Each proposal must be stamped received in City Secretary's office before 4:00 p.m. on the day the proposals are received.

The City of Port Isabel reserves the right to reject any and all proposals received and to award said proposals in the best interest of the City.

SECTION ONE: INSTRUCTIONS TO RESPONDENTS

1. Objective of the Request for Proposals

The Respondent awarded a contract shall provide the FEMA Public Assistance Consulting Services described herein. These services include, but are not limited to:

- ◇ General FEMA Public Assistance grant management advice and assistance,
- ◇ Assistance with development and ongoing activities of a team of City employees to manage the FEMA Public Assistance process,
- ◇ Assistance with preparation of correspondence to State of Texas and FEMA when required,
- ◇ Advice as to eligibility of expenses,
- ◇ Assistance in meeting deadlines imposed by FEMA and the State of Texas for documentation, appeals, completion of work, etc.,
- ◇ Review of current City policies and assistance with development and documentation of new City policies to ensure compliance with FEMA and State of Texas requirements,
- ◇ Assistance with hazard mitigation proposals, alternate projects, and improved projects to protect the City's interests,
- ◇ Assistance with preparation of large and small project worksheets, so that scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City,
- ◇ Assistance with dispute resolution and appeals,
- ◇ Periodic reports to management as to status of FEMA Public Assistance process,
- ◇ Assistance with project final inspections and audits, and
- ◇ Other related activities as requested by the City.

The FEMA Public Assistance Consulting Services must comply with the requirements of FEMA, the State of Texas, the City of Port Isabel and any other applicable laws and regulations.

2. Background Information

Port Isabel ("City") is a home-ruled municipal corporation established under the Constitution and the laws of the State of Texas. The population of the City is estimated at approximately 5,600.

The City of Port Isabel City Commission, constituted as the governing body, have all the powers of a body corporate, including the powers to contract; to sue and be sued; to acquire, purchase, hold, lease and convey real estate and personal property; to borrow money and to generally exercise the powers of a public authority organized and existing for the purpose of providing services to citizens within its territorial boundaries. In order to carry out this function, the City is empowered to levy taxes to pay the cost of operations.

The City seeks to protect its interests in the event of a disaster by securing the services of a qualified provider of FEMA Public Assistance consulting services, as outlined above.

3. Evaluation Criteria

Each proposal will be reviewed and consideration will be given to each of the following criteria:

- ◇ Ability to provide services listed.
- ◇ Experience with similar projects.
- ◇ Qualifications of staff.
- ◇ Total cost.

4. Requests for Additional Information

Requests for additional information relating to the specifications of this Request for Proposals shall be submitted in writing directly to:

City Manager, Edward Meza
305 E. Maxan
Port Isabel, TX 78578
Phone:(956) 943-2682
Fax: (956) 943-2029

All requests must be received no later than 5:00 PM, _____, _____, 2009. If necessary, an addendum to the RFP will be issued shortly thereafter and distributed to all interested respondents, responding with the City's best ability to answer all questions.

5. Content of Submission

The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the City requirements. Respondent should focus specifically on the information requested.

6. Format.

The response, at a minimum, shall include the following:

A. Cover Page

A cover page that states "PROPOSAL FOR FEMA PUBLIC ASSISTANCE CONSULTING SERVICES" must be included. The cover page should contain Respondents name, address, telephone number, and the name of the Respondents contact person.

B. Tabbed Sections

Tab 1. Executive Summary

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with the City to fulfill the requirements of this Project. Describe the firm's methods of providing FEMA Public Assistance Consulting Services listed in Section 1, both in the office and at locations affected by the disaster.

Tab 2. Relevant Experience

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope and size to the proposed Project.

Tab 3. Past Performance on Similar Projects

The Respondent shall provide a list of past projects indicating the following:

- ◇ Name and full address of the referenced project client
- ◇ Name and telephone number of client contact for referenced project
- ◇ Date of initiation and completion of contract
- ◇ Summary of the project and services

Tab 4. Project Approach

The Respondent shall describe the approach and methodology it will use to accomplish the work defined herein. The project approach shall include information on schedule and availability where applicable.

Tab 5. Staffing for this Project and Qualifications of Key Personnel

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organizational chart and

management plan should be included in this section. The Respondent shall also include minimum qualifications for each class of employee of the project team and identify his/her role on the team. Include in this section the location of the main office and the location of the office proposed to work on this project.

Tab 6. Other Information

Respondent shall provide any additional project experience that will give an indication of the Respondent's overall abilities.

Tab 7. Project Budget

Respondent shall use a format similar to that of the sample shown below, with at least as much detail. The titles of persons working on this project and the hourly rates shall be listed. Any other expenses not included in these hourly rates shall be itemized at the bottom.

Tab 8. Litigation

Provide answers to the following questions regarding claims and suits:

- (a) Has the Respondent ever failed to complete work or provide the goods for which it has contacted? (If yes, provide details.)
- (b) Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the Respondent, or its officers or general partners? (If yes, provide details.)
- (c) Has the Respondent, within the last five (5) years, been a party to any lawsuit or arbitration with regard to a contract for services, goods or construction services similar to those requested in the RFP? (If yes, the Respondent shall provide a history of any past or pending claims and litigation in which the Respondent is involved as a result of the provision of the same or similar services which are requested or described herein.)
- (d) Has the Respondent ever initiated litigation against the City or been sued by the City in connection with a contract to provide services, goods or construction services? (If yes, provide details.)
- (e) Whether, within the last five (5) years, an officer, general partner, controlling shareholder or major creditor of the Respondent was an officer, general partner, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for bids.

Tab 9. City Forms

Respondent shall complete and execute the forms specified below and located in Section two in this RFP as well as copies of all insurance and occupational licenses and shall include them in this section, i.e. Tab 8:

Forms

Submission Response Form
Lobbying and Conflict of Interest Ethics Clause
Non-Collusion Affidavit
Drug Free Workplace Form

COPIES OF RFP DOCUMENTS

- A. Only complete sets of RFP Documents will be issued and shall be used in preparing responses. The City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP Documents may be obtained in the manner and at the locations stated in the Notice of Request for Proposals.

7. STATEMENT OF PROPOSAL REQUIREMENTS

Interested firms or individuals are requested to indicate their interest by submitting a total of four (4), two (2) signed originals and two (2) complete copies, of the proposal, in a sealed envelope clearly marked on the outside, with the Respondents name and **“Sealed Proposal for FEMA Public Assistance Consulting Services, Port Isabel, TX”** addressed to City of Port Isabel, 305 E. Maxan, Port Isabel, TX 78578, which must be received on or before 5:00 PM local time on _____, _____, 2009. Hand delivered proposals may request a receipt. No proposals will be accepted after 5:00 PM Faxed or e-mailed proposals shall be automatically rejected. It is the sole responsibility of each Respondent to ensure its proposal is received in a timely fashion.

8. DISQUALIFICATION OF RESPONDENT

- A. NON-COLLUSION AFFIDAVIT: Any person submitting a proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the proposals of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future proposals for the same work.
- B. DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG -FREE WORKPLACE FORM and submit it with his/her proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.
- C. LOBBYING AND CONFLICT OF INTEREST ETHICS CLAUSE: Any person submitting a bid or proposal in response to this invitation must execute the enclosed LOBBYING AND CONFLICT OF INTEREST CLAUSE and submit it with his/her bid or proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the bid or proposal.

9. EXAMINATION OF RFP DOCUMENTS

- A. Each Respondent shall carefully examine the RFP and other contract documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent shall in no way relieve him/her of the obligations and responsibilities assumed under the contract.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the City.

10. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be furnished to all known prospective Respondents prior to the established proposal opening date. Each Respondent shall acknowledge receipt of such addenda in his/her Proposal. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his/her response will nevertheless be construed as though it had been received and acknowledged and the submission of his/her response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before responses are opened.

11. GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, professional license requirements and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for City of Port Isabel and municipalities within City of Port Isabel are the responsibility of the Respondent.

12. PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person having an interest in the submitting entity.

13. RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the City.

14. RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened. Respondents names shall be read aloud at the appointed time and place stated in the Notice of Request for Proposals. Port Isabel's representative authorized to open the responses will decide when the specified time has arrived and no responses received

thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

15. DETERMINATION OF SUCCESSFUL RESPONDENT

The contract shall be awarded based on the following criteria:

- ◇ Ability to provide services listed.
- ◇ Experience with similar projects.
- ◇ Qualifications of staff.
- ◇ Price.

The City reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the City. Responses that contain modifications that are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent, may be rejected at the option of the City.

16. AWARD OF CONTRACT

A. The City reserves the right to award separate contracts for the services based on geographic area or other criteria, and to waive any informality in any response, or to re-advertise for all or part of the work contemplated.

B. The City also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.

C. The recommendation of staff shall be presented to the City Commission of the City of Port Isabel, for final selection and award of contract.

17. INDEMNIFICATION

The Respondent to whom a contract is awarded shall defend, indemnify and hold harmless the City as outlined below.

The Respondent covenants and agrees to indemnify, hold harmless and defend City of Port Isabel, its City Commission, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by City of Port Isabel, and any other losses, damages, and expenses of any kind, including attorney's fees, court costs and expenses, which arise out of, in connection with, or by reason of services provided by the Respondent or any of its Subcontractor(s), occasioned by the negligence, errors, or other wrongful act or omission of the Respondent, its Subcontractor(s), their officers, employees, servants or agents.

In the event that the service is delayed or suspended as a result of the Vendor's failure to purchase or maintain the required insurance, the Vendor shall indemnify the City from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Respondent is consideration for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

18. EXECUTION OF CONTRACT

The Respondent will be required to execute a contract with the City for the services provided for in this RFP. The Respondent with whom a contract is negotiated shall be required to return to the City four (4) executed counterparts of the prescribed Contract together with the required certificates of insurance.

RESPONSE FORM

RESPOND TO:

City of Port Isabel
City Attorney, Robert L. Collins
305 E. Maxan
Port Isabel, Texas 78578
and a copy to :
PO Box 7726
Houston , TX 77270
Fax 713-467-8883

I have included

- Response Form _____
- Lobbying and Conflict of Interest Clause _____
- Non-Collusion Affidavit _____
- Drug Free Workplace Form _____

I have included a current copy of the following professional and occupational licenses:

◇ _____

(Check mark items above, as reminder that they are included)

Mailing Address:

Telephone:

Fax: _____

Date: _____

Signed: _____

Witness: _____

(Print Name)

(Title)

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____(date) by _____(name of affiant). He/She is personally known to me or has produced _____(type of identification) as identification.

NOTARY PUBLIC

My Commission Expires:

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT

ETHICS CLAUSE

“

“

(Company)

“...warrants that he/she has not employed, retained or otherwise had act on his/her behalf any former City officer or employee.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on

_____ (date) by

_____ (name of affiant). He/She is personally

known to me or has produced _____ (type of identification) as
identification.

NOTARY PUBLIC

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that

1. I am _____ of the firm of _____ the bidder making the Proposal for the project described in the Request for Proposals for _____ and that I executed the said proposal with full authority to do so;
2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or with any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature)
Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on

_____ (date) by _____
(name of affiant). He/She is personally known to me or has produced _____
(type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Texas Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Signature)

Date: _____

STATE OF: _____ COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____ (date) by
_____ (name of affiant). He/She is personally known to me or has
produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

**RISK MANAGEMENT
POLICY AND PROCEDURES**

**Indemnification and Hold Harmless
For
Other Contractors and Subcontractors**

The Contractor covenants and agrees to indemnify and hold harmless the City of Port Isabel and its attorneys, officials, representatives and employees from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by City of Port Isabel) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the City from any and all increased expenses or losses and costs resulting from such delay.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.