

**REQUEST FOR QUALIFICATIONS**



**Post Hurricane Disaster Assessment and Debris Removal Monitoring**

**RFQ Number: 2017-04**

**DATE ISSUED: July 26, 2017**

**DUE DATE: August 31, 2017**

**City of South Padre Island  
Office of the Fire Chief  
4601 Padre Boulevard  
South Padre Island, TX 78597  
956-761-3831**

Disclosure Requirements:

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of South Padre Island, including affiliations and business and financial relationships such persons may have with City of South Padre Island officers.

**BY DOING BUSINESS OR BY SEEKING TO DO BUSINESS WITH THE CITY OF SOUTH PADRE ISLAND, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

**VENDOR NAME: \_\_\_\_\_**

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## SCHEDULE OF EVENTS

- July 26, 2017                      Advertisement of Release of RFQ
- July 26, 2017                      Release of RFQ to FIRMs
- August 25, 2017                      Deadline for Questions and Inquiries
- August 31, 2017                      Deadline for Submission of Qualifications
- September 1, 2017                      Opening of Sealed Proposals (City Council Chambers)
- September 13, 2017                      Earliest date for City Council Approval

***SUBJECT TO CHANGE***

## INTRODUCTION

### **Post-Hurricane/Disaster Damage Assessment and Debris Removal Monitoring Services Request for Qualifications (RFQ)**

The City of South Padre Island is preparing pre-event contracts for Post Hurricane/Disaster Services. The intent is to have contracts in place with engineering and architectural firms/consultants (collectively). Consultants to provide damage assessment assistance immediately after a major disaster and to monitor debris removal activities. The contracts would be activated only in the event of a hurricane or other disaster that causes a significant amount of damage. Each Consultant's personnel will be assigned to damage assessment teams and debris removal monitoring activities based on actual post-disaster needs, resource availability, and individual expertise and experience with City Infrastructure. Consultants may be assigned to teams with other Consultants or local government personnel depending on conditions and needs of the City.

**Sealed statements of qualifications (SOQ) will be accepted until 4:00 p.m. CST on August 31, 2017, and should be delivered to:**

City of South Padre Island  
Susan Hill, City Secretary  
4601 Padre Blvd.  
South Padre Island, TX 78597

956-761-8109 phone; 956-761-3888 fax

**If you choose to respond, one (1) unbound original and four (4) copies of the qualifications should be returned in a sealed envelope bearing the name and address of the respondent as noted above.**

To ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to the Request for Qualifications shall be submitted in writing via email to: [dfowler@myspi.org](mailto:dfowler@myspi.org). **The deadline for written questions and inquiries is August 25, 2017, 10:00 a.m. CST.** Contact with any employee or official of City of South Padre Island is prohibited without prior written consent from the Finance Director or his designee. Respondents contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

The City of South Padre Island believes that the data contained in this RFQ is sufficient for the preparation of a SOQ. Requests for additional information will be considered depending on the RFQ time frame and the availability of requested information. Any updates or answers to questions related to this RFQ will be posted on the City's website in the same location as the RFQ.

TEXAS ETHICS COMMISSION FORM 1295:

All RFQs prior to award or award of Contract by City Council will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor and filed with the City Secretary.

**POST-HURRICANE/DISASTER RECOVERY  
PRE-POSITIONED CONTRACTS  
DAMAGE ASSESSMENT and DEBRIS REMOVAL MONITORING**

**I. PROJECT CONCEPT AND SCOPE**

The City of South Padre Island requests qualifications from engineering, architectural and consulting firms (collectively, Consultants) interested in providing professional services to conduct post-hurricane/disaster damage assessment and debris removal monitoring as part of the City's overall Post-Hurricane Recovery Operations. The City recognizes that immediately after a major disaster, local firms might not be able to respond quickly to a request for services. As a result, the City is interested in contracting with firms both in the local area and outside the local area to ensure that an adequate resource base is available regardless of the extent of damage within the City. This contract shall cover calendar years 2017 through 2020.

The concept for post-hurricane recovery operations is for the City to have a number of pre-event contracts in place that will provide personnel to assist local government staffs with damage assessment activities and to monitor debris removal contractors immediately after a hurricane or other disaster. Damage Assessment Teams (DAT) and Debris Removal Monitors (DRM) will be comprised of government and Consultant personnel under the overall direction of City staff. The work will entail 12-14 hour work days and require:

- Preliminary assessment and documentation of the scope and nature of damage incurred throughout the City in accordance with direction and guidance provided by the City.
- Detailed documentation of damage to public property and facilities
- Assistance with repair plans and specifications
- Assistance with monitoring contractors involved in emergency protective measures
- Monitoring the process of sorting and/or removing debris from the City
- Certifying the carrying capacity of debris removal equipment
- Managing all documentation, including load tickets and reporting
- Daily progress meetings to document progress and ensure compliance with FEMA

The City will provide necessary training on the assessment and monitoring process and completion of the associated forms and records. It is the City's intent to identify qualified Consultant firms, enter into an agreement with each qualified firm, and be able to activate as many firms as necessary to provide prompt damage assessment and monitoring services immediately following a hurricane or other disaster. The unpredictable nature of hurricanes or other disasters precludes providing more detailed descriptions of the actual work assignments at this time.

The primary focus of the pre-positioned contracts is post-hurricane and other /disaster recovery operations. Notwithstanding, the City may activate the same contracts for response to any disaster, natural or man-made, regardless of the scope of damage. The City may contact any of the Consultants under contract at any time for assistance in this area. The intent is that the firm will provide personnel to the extent of their capabilities at the time of the request. Submitters should consider this concept.

Exhibit C is the proposed agreement. The agreement will be for a period of approximately three years with an annual rectification of interest and capabilities.

## **II. RESPONSE FORMAT**

CONSULTANT shall submit its qualifications in the following format using numbered tabs for each section.

### **Letter of Transmittal**

### **Table of Contents**

#### **Section 1. General Firm Qualifications and Experience**

- a. Describe the firm(s) qualifications, experience, and how it intends to perform the required services based upon previous disaster experience
- b. Identify principle types of practice and disciplines, and
- c. State any unique features.

#### **Section 2. Capacity**

- a. Describe the firm's general capability and capacity to provide the required services
- b. Estimate the number of employees (Architects, P.E.s, technicians, project managers, etc.) that could be made available for this project under the scope and conditions described by classification;
- c. State approximately how much of the workforce the firm would be willing to commit;
- d. Identify an overall project manager;
- e. Identify potential personnel to be included in the roster (this will be updated annually); and
- f. Identify the areas of expertise for the firm.
  - general civil;
  - streets, traffic controls;
  - building - structural;
  - building- MEP;
  - wastewater- civil/structural;
  - wastewater- MEP;
  - water- civil/structural;
  - water- MEP;
  - waterfront/marine;
  - drainage- flooding;
  - hazardous materials
  - environmental
  - architectural
  - construction management
  - contractor monitoring
  - project management

**Section 3. Disaster Projects**

This section will include CONSULTANT’S and sub-consultant's performance on current and past disaster recovery projects. The proposals need list at least three (3) but no more than five (5) past disaster related contracts for each CONSULTANT. Each current and past disaster related contract should be identified by:

- Project name (with reference number for each);
- Project description;
- Contract date;
- Actual work completion date; and
- Reference Contact information.

**Section 4. Mandatory Requirements**

Acknowledge the Mandatory Requirements of this RFQ, including the following:

- a. Participation in Annual DAT and DRM Training if requested,
- b. Insurance Requirements,
- c. Disclosure of Interests, and
- d. Certify that all mandatory requirements can and will be met.

**Section 5. Additional Information**

Provide contact information for the personnel who will manage the firm’s damage assessment and debris monitoring work in this format:

Name of Firm

Damage Assessment/Debris Removal Monitoring Contract Coordinator

Address	Telephone	FAX	E-mail
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Primary Contact / Damage Assessment/Debris Removal Monitoring Team Manager

Name	Position/Title	
Telephone (daytime)	Cell Phone (night/weekend)	E-mail

Secondary Contact / Alternate Damage Assessment/Debris Removal Monitoring Team Manager

Name	Position/Title	
Telephone (daytime)	Cell Phone (night/weekend)	E-mail

**III. EVALUATION AND SELECTION CRITERIA**

It is the City's intent to select all qualified responding Consultants and list them on a roster of contracts to be activated as needed. Consultants will be activated on the basis of their specific qualifications and specialized expertise as they relate to City needs at the time. Qualifications criteria consist of the following:

**Experience / Qualifications.** Knowledge of public infrastructure and municipal facilities and prior experience in damage assessment and debris removal monitoring. All comparable inspection and evaluation experience will be considered, as will capability and capacity to provide follow-up services such as development of repair plans and specifications.

**Diverse Project Experience.** ROW, C&D debris, marine debris, private property, structure demolition and vessel removal.

**Capacity to Respond.** A Consultant firm must be willing to commit its personnel resources during the immediate post-disaster period and to provide resources for support functions under disaster conditions. The Agreement (Exhibit B) recognizes that a major event may disable local firms, so there is no penalty for failure to respond upon activation.

## **EXHIBITS**

- A. Mandatory Contract Provisions
- B. Agreement for Architect/Engineer Consultant Services
- C. Terms and Conditions

Contractors will be evaluated for this project based on a two-step process.

1. Step I. Contractors must demonstrate that they satisfy mandatory qualification and contracting criteria and project requirements following the Proposal Response Format. All proposals will be screened for compliance with mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
2. Step II. Contractors will be evaluated based on the information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category.

**WEIGHTED QUANTITATIVE SCORING:**

Each Vendor will be assigned a score of 0 - 4 by each evaluator for each criteria

- 4 = Very good / Greatly exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee’s full consensus.

GRADING CRITERIA

Contractor Experience/ Knowledge	35 points
Qualifications of firm and key staff	20 points
Diverse project experience	25 points
Capacity to respond to major disasters	20 points
<hr/>	
TOTAL	100 POINTS

3. The total points assigned for each proposal will be the basis for identifying and selecting the compatible finalists.
4. Submission of a proposal implies Contractor's acceptance of the evaluation technique and that subjective judgment must be made by South Padre Island during the assigning of points.
5. The City reserves the right to deny qualification to any Contractor that does not satisfy the Pre-Qualification Criteria or is not capable, in the City’s estimation, of satisfying the Project Requirements. However, the City may waive defects, irregularities or informalities in the pre-qualification process or in any response to the process that, in the City Contract Administrator's opinion, seems most advantageous to the City and in the best interest of the public.

Once RFQs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the Proposer selected for the project. The City Manager will make the final selection and possible approval of the contract.



# EXHIBIT A: MANDATORY CONTRACT PROVISIONS

## 1. Standards and Codes

CONSULTANT’S work will be performed in accordance with the most current applicable codes and standards of the following organizations as of the date the Final Report is submitted to the City:

- Federal Emergency Management Agency (FEMA) Guide 322 - Public Assistance Guide
- FEMA Guide 325 Public Assistance – Debris Management Guide
- Texas Department of Public Safety - Division of Emergency Management (TXDPS/DEM)
- Occupational Safety and Health Act of 1970, as amended (OSHA).

## 2. Safety Requirements

CONSULTANT is responsible for ensuring that his personnel have all appropriate safety equipment for the work to be performed, that they have received appropriate safety instructions and briefings, and that they observe all properly established safety rules and precautions. Repeated or significant violation of safety standards is grounds for immediate removal of personnel and potential termination of contract.

## 3. Insurance Requirements

CONSULTANT shall not begin any work under the contract until he has obtained all required insurance and provided the CITY with the related certificates and endorsements. For the duration of the project, CONSULTANT will provide the following listed insurance and document required coverage with certificates of insurance.

Commercial liability including the following coverage:

- Broad form property damage;
- Premises operations;
- Products/completed operations hazard; and
- Independent contractors.

A letter accompanying the certificate of insurance and signed by an authorized representative of the insurer will state that the commercial liability insurance includes the coverage described above. Minimum coverage amounts shall be:

Bodily Injury and consequent death	\$500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$1,000,000 per occurrence

Automobile liability coverage for all owned, non-owned, or rented vehicles. Minimum coverage amounts shall be:

Bodily injury and consequent death	\$ 500,000 per person
Bodily injury and consequent death	\$1,000,000 per occurrence
Property damage	\$ 500,000 per occurrence

1. Employer's liability insurance with a minimum coverage limit of \$100,000 per person.
2. Excess liability insurance coverage (for commercial, automobile and employer's liability insurance) with a minimum coverage limit of \$1,000,000.
3. Workers' Compensation Insurance
4. The Consultant will provide Workers' Compensation Insurance for all its employees who will perform any project work. This coverage will be provided through a company authorized to do business in the State of Texas or through self-insurance obtained in accordance with Texas law.
5. Coverage will be documented in a certificate of insurance or, if the Consultant provides self-insurance, it must provide to the City a copy of its certificate of authority to self-insure its workers' compensation coverage liability. The Consultant will also provide a letter stating that the certificate of authority remains in effect and is not the subject of any revocation proceeding pending before the Texas Workers' Compensation Commission.

Except for Workers' Compensation Insurance, for each insurance coverage required under the contract, the CONSULTANT will obtain an endorsement to the applicable insurance policy, signed by an authorized representative of the insurer stating that in the event of cancellation or material change that reduces or restricts the insurance afforded, the insurer agrees to provide 30-days prior written notice of cancellation or material change to the CITY at the following address.

City of South Padre Island  
Attn: Fire Chief/EMC  
4601 Padre Blvd  
South Padre Island, TX 78597

For Workers' Compensation Insurance, 10 days' notice of cancellation or material change will be sufficient.

The CONSULTANT will also provide an additional insured endorsement for each insurance policy except Workers' Compensation Insurance. Each will name the CITY as additional insured.

#### **4. Use of Subcontractors**

The CONSULTANT may use subcontractors to complete work under this contract. No subcontractor may provide services unless the CITY consents. Consent will not be withheld unreasonably.

The CONSULTANT will be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the CONSULTANT will be responsible for the acts and omissions of any subcontractors.

Furthermore, the CONSULTANT agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the CITY as are specified in the CITY'S contract with the CONSULTANT. This is particularly emphasized for workers' compensation insurance coverage. Subcontractor certificates of insurance and endorsements will be collected by the CONSULTANT and MADE available for City review upon request.

## 5. Consultants Responsibilities

1. General Responsibilities. CONSULTANT shall assist CITY with damage assessment, debris removal monitoring, and provide sufficient labor and proper equipment for all tasks. Safety of CONSULTANT'S personnel and equipment is the responsibility of CONSULTANT. CONSULTANT'S personnel will normally be assigned to perform work during daylight hours, but prepared for 12-14 hour operations daily, and 24 hour operation if required. The CONSULTANT shall provide all management, supervision, transportation, mobile communication equipment, digital cameras, video cameras, GIS, GPS, and other equipment necessary to initiate damage assessment and debris removal monitoring services.
2. Specific Responsibilities. CONSULTANT shall conduct damage assessments of the facilities and geographical areas described in the Activation Order or the assignment order. Both damage assessment and debris removal monitoring may include, but is not limited to, estimating debris volumes, and documenting street damage, signal/signage damage, public buildings, roadways, shoreline protection devices or other items designated by CITY.
  - a. For debris, CONSULTANT shall cover specified areas and travel designated routes as directed by CITY officials and estimate the quantity of debris within the rights-of-way, including quantity (by common classification or type) of debris visible on private property that could be brought to the right-of-ways.
  - b. For signs and signals or other facilities, CONSULTANT shall inspect the designated locations as called for in the activation or assignment notice and evaluate the damage using the procedures specified by the CITY.
  - c. In order to help ensure maximum reimbursement to CITY, special attention shall be given to careful and complete documentation of damage and debris removal using forms to be provided by CITY.

All work shall be done in accordance with the detailed procedures to be provided by CITY officials during annual training and at time of activation.
3. Reporting. CONSULTANT will normally be required to submit a daily work summary to CITY. When CONSULTANT completes the assessment or monitoring in a designated zone, CONSULTANT shall submit a consolidated report of that to the CITY. This shall include a discussion of the estimated scope of work and probable cost estimates to ensure that CITY has sufficient information to allow preparation of work orders for the development of repair plans and specifications.
4. Subsequent Inspections. At the time of subsequent State or Federal inspection, CONSULTANT may be called on to escort the representatives to each item of damage that CONSULTANT'S personnel observed.

5. Self-Sufficiency. CONSULTANT shall be responsible for all equipment and support for its personnel (vehicles, housing, feeding, cellular telephones, protective equipment, etc.) For out of town personnel, this could include the use of motor homes or, if available, rental lodging. CITY will provide fuel for CONSULTANT vehicles if such is not readily available due to electrical power outages. CITY will reimburse only those expenses specifically noted in Exhibit C. CITY will strive to provide basic support services, such as copying, at the primary CITY support and service areas.

## **6. City's Responsibilities**

1. The City will establish and staff a Contract Management Center. This Center will be the single point of contact for CONSULTANT. CITY will strive to have basic capabilities to support Damage Assessment activities such as copiers.
2. The City will establish the procedures and lines of communication necessary to mobilize CONSULTANT.
3. The City will furnish information necessary for the damage assessment effort. The City Engineer/Inspector may provide communication support to CONSULTANT to be used solely in the execution of the damage assessment and debris removal monitoring for CITY.
4. The City will provide CONSULTANT with suitable identification, which will serve to identify CONSULTANT personnel, involved in, covered work and authorize movement within the City while performing the damage assessment or debris removal monitoring.
5. The South Padre Island Office of Emergency Management/and or assigned training group will provide training to CONSULTANT in the performance of the duties and tasks required during the damage assessment and monitoring of debris removal. This will include a one-day mandatory training session each year. CONSULTANT will not be compensated for time or expenses associated with training.

The City Building Official and the Office of Emergency Management will provide damage assessment guidance, debris removal monitoring guidance, and all pertinent forms required for such processes. CONSULTANT will ensure that that information is provided to all personnel engaged in damage assessment work.

## **EXHIBIT B: AGREEMENT FOR DAMAGE ASSESSMENT CONSULTANT and DEBRIS REMOVAL MONITORING**

This AGREEMENT is by and between the City of South Padre Island, Texas, hereinafter called "CITY", and \_\_\_\_\_, hereinafter called "CONSULTANT", which agree as follows:

**DECLARATIONS.** CITY desires to engage CONSULTANT to provide services in connection with CITY'S project, hereinafter called "THE PROJECT", described as follows: Provide staff, equipment, and other necessary items to perform post-event damage assessment and debris removal monitoring services following a hurricane, tornado, or other disaster.

**SCOPE OF WORK.** CONSULTANT shall provide services for THE PROJECT in accordance with the accompanying Consultant's Responsibilities, "Exhibit B". CITY shall provide services described in City's Responsibilities, "Exhibit B".

**RATES.** CITY agrees to pay CONSULTANT for services provided in accordance with "Exhibit A". Rates will be adjusted annually for inflation using the cost data provided in the Engineering News Record.

**INSURANCE.** CONSULTANT shall obtain and maintain coverage listed in Exhibit B.

**TERM.** This AGREEMENT is for a period is approximately 3 years, subject to annual rectification of Consultant's capabilities, verification of insurance coverage and other applicable matters, and attendance at a one-day training session each year.

**DOCUMENTS.** Copies of all survey notebooks, reports, drawings, studies, calculations, estimates, data files, photographs, digital images, etc. produced by CONSULTANT are to be provided to the CITY upon termination or completion of the work. CONSULTANT shall keep originals of all materials on file for a period of five years.

**ACCESS.** CITY shall make provisions for CONSULTANT to enter property as required for CONSULTANT to perform services under this AGREEMENT.

**ATTENDANCE.** CONSULTANT shall attend such training sessions, conferences, meetings, etc. during any phase of the work as may be requested by CITY. This work-related requirement is in addition to the one-day damage assessment training session described above.

**PROFESSIONAL LIABILITY.** In connection with the services provided by Consultant, Consultant shall hold South Padre Island and its employees harmless for all claims, lawsuits, legal expenses, and any other costs related to the performance or non-performance of services in this Agreement.

**LAW GOVERNING AGREEMENT.** The agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be in South Padre4 Island, Texas.

**AUTHORIZATION TO PROCEED.** The execution of this AGREEMENT is intended to create a mechanism for CITY to quickly deploy properly trained Consultant personnel for Damage Assessment and debris removal monitoring services immediately after a hurricane or other disaster if such are needed to supplement CITY staff. The execution of this contract does not authorize CONSULTANT to begin work or bill any costs to CITY except as provided for in the following sequence.

1. Base Contract. The AGREEMENT serves notice to both parties that (a) CONSULTANT has resources available, will commit to attending the training session, and meets applicable insurance coverage and other requirements, and (b) CITY will compensate CONSULTANT at the rates included in Exhibit A, as adjusted annually, when work is actually performed.
2. Alert. In the event there is, warning time immediately prior to a potential disaster, CITY shall notify CONSULTANT as to what amount of assistance CITY estimates will be needed. At the time of notification, CONSULTANT shall reconfirm the amount of resources (staff, equipment) that CONSULTANT expects to be able to deploy after the event. Such alert shall describe where CONSULTANT shall report after the event in the likely case that normal communications are severed.
3. Activation. CONSULTANT shall endeavor to provide available staff and equipment to supplement CITY'S staff for damage assessment as described in the Alert Notification. Normally, for a hurricane, this will be within 24 hours after hurricane conditions subside.
4. Assignments. After hurricane conditions have subsided, CONSULTANT shall report to a site designated by CITY at time of activation for specific instructions. CITY will provide specific information to CONSULTANT at the time of activation.

**TERMINATION.** CITY reserves the right to terminate this AGREEMENT in whole or in part at any time after providing CONSULTANT notice, at which time CONSULTANT shall discontinue all work and services. Upon payment of all amounts owed, CONSULTANT shall deliver to CITY copies of all records, drawings, field notes, plans or other data completed or partially completed, and these shall become and remain the property of CITY.

CITY OF SOUTH PADRE ISLAND

CONSULTANT

Firm: \_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
County, State, Zip

## **EXHIBIT C: GENERAL TERMS & CONDITIONS (RFQ)**

**ADDENDA:** If RFQ specifications, terms or conditions are revised, the South Padre Island Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential respondents. Respondents must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFQ package containing the Respondent's submittal.

**ADVERTISING:** Unless otherwise required by law, respondents to City RFQs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFQ.

**AWARD:** South Padre Island may hold RFQ responses for a period of sixty (60) days. South Padre Island reserves the right to reject any or all responses to RFQs. South Padre Island reserves the right to award a contract, if any, based on the Respondent's response when compared to the EVALUATION CRITERIA (AS STATED IN RFQ) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one Respondent. City Manager reserves the right to determine the method and procedures for the final award of all RFQs at any time they so choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into between an RFQ respondent and the City will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFQ explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFQ, the City shall have the right to cancel all or any part of the undelivered portion of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the City may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work under the contract is or cancelled and the date upon which such cancellation becomes effective.

The City in accordance with this provision may terminate the performance of work under any resulting contract completely, or in part. The City shall have the right to cancel all or any part of the contract if Respondent breaches any of the terms hereof, including, but not limited to warranties, and/or Respondent becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies, which the City may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Respondent and the City.

**CONTRACT RENEWALS:** Contract Renewals must receive City Manager approval. For contract renewal status and information, please contact Fire Chief Doug Fowler at 956-761-3831 e-mail: [dfowler@myspi.org](mailto:dfowler@myspi.org) South Padre Island Fire Dept. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option requires that the Respondent must notify the City of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the City sufficient time to find an alternative vendor if possible. Respondent fails to notify the City within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract, which allows for Open Market Price increases or Cost allowance increases.

**DISCRIMINATION:** In order to encourage fair employment practices, the Respondent agrees as follows: 1.) Respondent will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Respondent will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Respondent will furnish such relevant information and reports as requested by the City for the purpose of determining compliance with these regulations; and 4) failure of the Respondent to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

**DISQUALIFICATION OF RESPONDENT:** Upon submitting a response to this RFQ, Respondent certifies that the Respondent has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFQ considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the City believes that collusion exists among the respondents. If multiples are submitted by a respondent and, after all responses to the RFQs are opened, one or more of the responses are withdrawn, the result will be that all of the responses submitted by that respondent will be withdrawn; however, nothing herein prohibits a respondent from submitting multiples for different products or services.

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of South Padre Island. Evaluations shall be based on criteria bearing on performance in the user environment. Any specific criteria section or sections identified elsewhere in the RFQ one or more evaluators may evaluate once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation



Committee. Detailed information pertaining to this selective evaluation process is available to respondents and the City Manager upon request. Evaluation sheets and summary of all responses are subject to review by the South Padre Island Purchasing Department and Evaluation Committee's recommendation to the South Padre Island City Manager. Compliance with all RFQ requirements, delivery and needs of the using department are considerations in evaluating responses. The South Padre Island Purchasing Department reserves the right to contact any Respondent, at any time, to clarify, verify or request information with regard to that Respondent's response. The South Padre Island Purchasing Department further reserves the right to hold negotiation discussions with any responsible Respondent's response determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to Respondents responding to this RFQ and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFQ award by the South Padre Island City Manager. Debriefing questions must be submitted (in writing - to the Purchasing Department) no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFQs, Respondents are given the opportunity to ask questions of the Evaluation Committee relative to their responses and scores received by the Respondent.

Protests are made:

1. To the Purchasing Department after the debriefing conference. Respondent protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference.

2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Respondent has received notification from the City Purchasing Department of the decision.

Grounds for protest:

1. Errors were made in computing the score.
2. The City failed to follow procedures established in the RFQ, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Respondents shall include, in their written protest to the South Padre Island Purchasing Department, all facts and arguments upon which they rely. Respondents shall, at a minimum, provide:

1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the City's action(s) protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested.
6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Respondent protest, the Purchasing Department shall postpone further steps in the acquisition process until the Respondent protest has been resolved.
2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Respondent. b) A written decision will be delivered to the Respondent within five business days after receipt of the protest, unless more time is needed. The protesting Respondent shall be notified if additional time is necessary.

Final Determination - The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or
3. Find merit in the protest and provide the agency options, which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the Respondent solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Protest Committee Review Process: Protests to the Protest Committee may be made only for Protest Committee approved acquisitions and only after review by City Purchasing Department. Protests of the decisions of City Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. The Protest Committee shall receive protests within five business days after the decision of Purchasing Department in order to be considered. The resulting decision is final with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding “out” clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Respondent from the using department without penalty of any kind or form to South Padre Island. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Respondent.

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the City, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of South Padre Island or City entities (if any such relationships exists) must be attached and included with RFQ submitted. The City may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent, or representative of the Respondent, to any officer or employee of South Padre Island with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities. Consistent and continued tie RFQ responses could cause rejection of an RFQ response by the City and/or investigation for Anti-Trust violations. Respondent guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Respondent for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Respondent is a Certified Historically Underutilized Business (HUB); please include a copy of your HUB Certificate with your response. This information will assist South Padre Island in the percentage tracking of HUB utilization.

**INSURANCE:** The Respondent shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Respondent and the interests of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, must be acceptable to the City. It shall be the responsibility of the Respondent to maintain adequate insurance coverage at all times. Failure of the Respondent to maintain adequate coverage shall not relieve the Respondent of any contractual responsibility or obligation.

**SCANNED RE-TYPED RESPONSE - FLOPPY DISK:** If in its RFQ response, Respondent either electronically scans, re-types, or in some way reproduces the City's published RFQ package, then, in event of any conflict between the terms and provisions of the City's published RFQ specifications or any portion thereof, and the terms and provisions of the RFQ response made by Respondent, the City's RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the City's published RFQ specifications is only discovered after, the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or 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 be used.

**SUPPLEMENTAL MATERIALS:** Respondents are responsible for including all pertinent data in the returned RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the RFQ, must also be in the returned RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFQ.

**USAGE REPORTS:** South Padre Island reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing services furnished to date under a contract resulting from this RFQ. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by the South Padre Island department using the services with a description of services rendered, the unit and total price.

**WARRANTY:** Respondents may not limit or exclude any implied warranties. **Respondent warrants that services provided to the City shall conform to the highest commercial and/or professional standards in the industry.**

### **APPLICABLE LAW**

**ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the City. Any attempted assignment or delegation by Respondent shall be wholly void and very ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the City Manager.

**CONTRACT OBLIGATION:** South Padre Island City Manager must award any resulting contract and the City Manager or other person authorized by the South Padre Island City Manager must sign the contract before it becomes binding on South Padre Island or the Respondent. Department heads are NOT authorized to sign agreements for South Padre Island. Binding agreements shall remain in effect until the contract requirements have been satisfied.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFQ of any provision herein described will not be construed as to relieve the Respondent of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFQ and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** The successful Respondent shall indemnify and hold South Padre Island harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Respondent's performance. Respondent shall procure and maintain, with respect to the subject matter of this RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Respondent's liability as may arise directly or indirectly from work performed under terms of this RFQ. Certification of such coverage must be provided to the City upon request.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFQ to a successful respondent, this writing is intended by the parties as a final expression of the terms of this RFQ and the general terms of any resulting contract with the selected Respondent. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFQ and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**LATE RESPONSES:** RFQ responses must be received by the City before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The City is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

**REMEDIES:** The successful Respondent and City agree that both parties have all rights, duties, defenses and remedies available under law.

**RIGHT TO ASSURANCE:** During the RFQ process and any resulting contract, whenever a respondent or the City in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFQ and any resulting contract.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in South Padre Island, Texas. These General Terms and Conditions shall be incorporated in the response to the RFQ and any resulting contract. The Respondent shall specifically state

acceptance of these terms and conditions as a basis for providing the City with a response. The Respondent shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The City may accept or reject any suggestions in accordance with law.

**Attachment A**

RFQ Title \_\_\_\_\_ Proposer's Name \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFQ. ***THIS FORM MUST BE RETURNED WITH YOUR RFQ.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_





**Attachment B**

STATE OF TEXAS

CITY OF SOUTH PADRE ISLAND

**AFFIDAVIT**

The undersigned certifies that the proposed prices contained in this RFQ response have been carefully checked and are submitted as correct and final and if this RFQ is accepted (within 60 days) agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_

Who, after having first been duly sworn, upon oath did depose and say that the foregoing RFQ response is submitted by \_\_\_\_\_, hereinafter called "Proposer," is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ in collusion with any other Proposer. The Proposer is not a member of any trust, pool or combination to control the price of products or services RFQ on, or to influence any person to RFQ or not to RFQ thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFQ. The contents of this RFQ as to prices, terms or conditions of said RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFQ.

Address of Proposer:

\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH YOUR RFQ

**Attachment C**

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, South Padre Island Requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Proposer” refers to a person who is not a resident.

“Resident Proposer” refers to a person whose principal place of business is in this State, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Proposer as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

***THIS FORM MUST BE RETURNED WITH YOUR RFQ***

**CONFIDENTIALITY AGREEMENT**

SOUTH PADRE ISLAND EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF THE CITY COUNCIL, ANY CITY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY CITY MANAGER. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

**FROM RFQ OPENING DATE THROUGH CITY COUNCIL APPROVAL, VENDORS WILL NOT APPROACH THE CITY MANAGE OR COUNCIL MEMBERS TO DISCUSS MATTERS PERTAINING TO THIS RFQ.**

01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of City Council, any City Official, or an Evaluation Committee member concerning this Invitation to RFQ, other than questions to the City Purchasing Office?

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02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to RFQ?

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\_\_\_\_\_  
Signature of person submitting this RFQ

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR RFQ***



## Attachment E

### Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid.

***THIS FORM MUST BE RETURNED WITH YOUR RFQ***

**SWORN STATEMENT ON DEBARMENT**

This SWORN statement is submitted with project number \_\_\_\_\_

By: \_\_\_\_\_  
(PRINT INDIVIDUALS NAME AND TITLE)

For: \_\_\_\_\_  
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:  
\_\_\_\_\_

\_\_\_\_\_  
CITY STATE ZIP VOICE PHONE  
and if applicable, its Federal Employee Identification Number (FEIN) is \_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

\_\_\_\_\_ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

\_\_\_\_\_ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

\_\_\_\_\_ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Printed Name) (Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
SHOW TYPE OF IDENTIFICATION

Notary Public State of \_\_\_\_\_, County of \_\_\_\_\_ My commission expires \_\_\_\_\_

\_\_\_\_\_  
(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

***THIS FORM MUST BE RETURNED WITH YOUR RFQ***

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

**OFFICE USE ONLY**

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local by a vendor who has a business relationship as defined by Section 176.001 (1-a) governmental entity and the vendor meets requirements under Section By law this questionnaire must be filed with the records administrator of the entity not later than the 7th business day after the date the vendor becomes that require the statement to be filed. See Section 176.006(a-1), Local A vendor commits an offense if the vendor knowingly violates Section Government Code. An offense under this section is a misdemeanor.

1 Name of vendor 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 later than the 7th business day after the date on which you became aware that the originally filed incomplete or

3.  Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the employment or other business relationship as defined by Section 176.001 (1-a). Local 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, income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the government officer named in this section AND the taxable income is not received from the local

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to government officer services as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

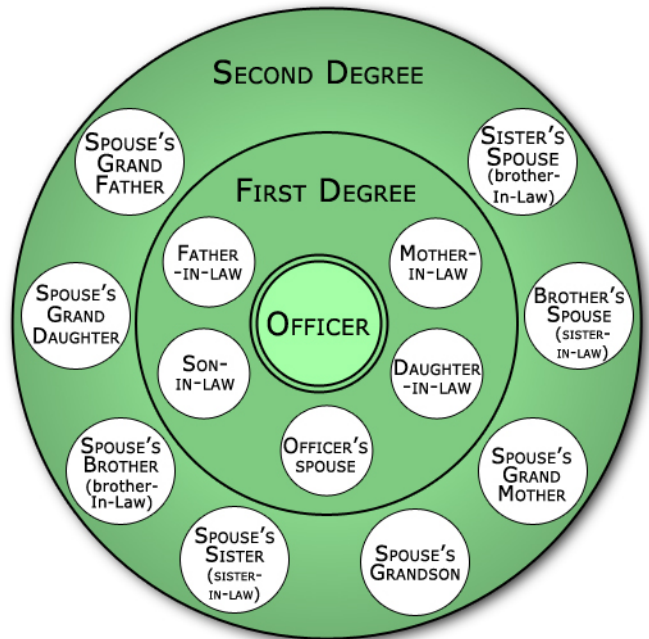


### NEPOTISM CHART

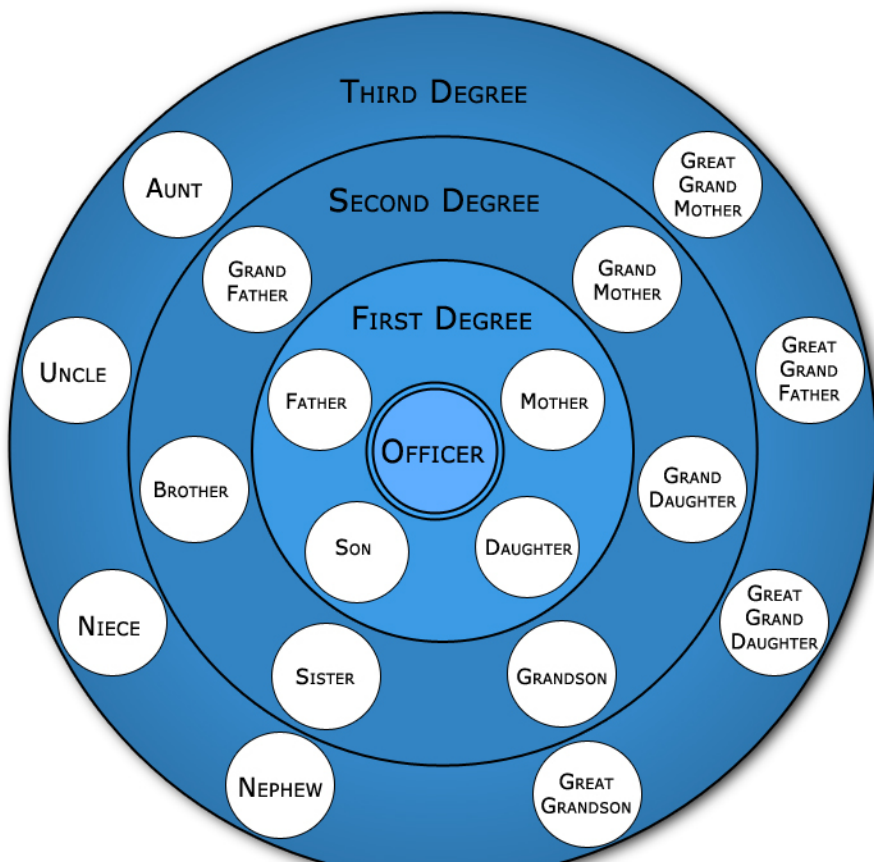
#### AFFINITY KINSHIP Relationship by Marriage

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



#### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE RFQ**  
**IF DISCLOSING: PROPOSER MUST ALSO FILE WITH THE CITY SECRETARY’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE PROPOSER’S BEHALF**

The City of South Padre Island, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law, this questionnaire must be filed with the records administrator (City Secretary’s Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is 1. Corporation ( )                      2. Partnership ( )                      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of the South Padre Island City Council” having Substantial Interest in Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if:
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of South Padre Island as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_