

REQUEST FOR PROPOSALS FOR PLANNING SERVICES

1.0 The City of Alice, Texas and the County of Jim Wells, Texas are seeking to enter into a contract with a competent planning Firm/Individual to assist with project implementation for a FEMA Pre-Disaster Mitigation Action Plan (Plan) Grant Contract from the Texas Department of Public Safety's Division of Emergency Management; the Contract is for developing a FEMA-approved Mitigation Action Plan.

1.1 SCOPE OF WORK: The firm/individual hired shall be responsible for development and preparation of a Hazard Mitigation Action Plan (Plan) for the City of Alice and for Jim Wells County. The Firm/Individual's responsibility for development and preparation of the Plan shall extend through the Plan's approval by FEMA. The Firm/Individual will work with City and County Staff in data collection and in scheduling public meetings for further data collection. The Firm/Individual will do the risk/vulnerability assessment and will collaborate with City and County Staff in developing mitigation strategies. The Firm/Individual will be responsible for collecting and incorporating into the Plan, previous hazards information from the 2012 Coastal Bend Mitigation Action Plan (CBMAP); for adding events which have occurred since the 2012 CBMAP was developed and adopted; be responsible for adding input from public meetings; be responsible for including relevant maps showing hazard areas; be responsible for including any other relevant data such as reports from Emergency Management Personnel and First Responders for the County and City; be responsible for assessing the problem(s) and providing an overview of the hazards, in general terms, and the historical occurrences which have impacted the planning area.

1.2 STATEMENT OF QUALIFICATIONS: The City and County are seeking to contract with a competent Firm/Individual with a minimum of five (5) years experience in preparing a FEMA-approved Mitigation Action Plan for governmental entities; the City and County are seeking to contract with a Firm/Individual in successfully completing the planning activities in the above-listed Scope of Work. In addition, we are seeking those Firms/Individuals with: experience in managing all aspects of federally-funded local projects, including Pre-Disaster Mitigation; experience in local planning; experience creating planning maps using geographic information system (GIS) software and other software necessary to convert map files into PDF and JPEG formats. Professional planning accreditation is preferred. Completion of some activities may require the Firm/Individual to consult with, or be supervised by, a professional Texas licensed engineer.

Please provide within your Proposal, a list of at least five (5) past client local governments, as well as the number, background and, experience of employees who will, or may be, assigned to work on this project if you/your firm is awarded a contract.

1.3 PROPOSED COST OF SERVICES: Please provide your cost proposal to accomplish the Scope of Work listed in this RFP and your cost proposal for any additional activities required. The proposed cost of services/budget must include all costs necessary to successfully complete this Project. Please note that the City and County will not use the lowest/best cost (bid) as the sole basis for awarding a contract.

If the cost for successfully completing the Scope of Work in the RFP will exceed \$50,000, then profit (either percent/actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the Firm/Individual must disclose and certify in its proposal, the percentage of profit being used.

1.4 INQUIRIES FROM PROPOSERS:

Questions related to this RFP must be submitted in writing to the City Clerk as noted immediately below, and written responses will be sent to requestor and all known interested parties simultaneously. Questions should be directed as follows:

Rene S. Marshall, City Clerk
City of Alice
Post Office Box 3229 (78333)
500 East Main Street (78332)
Alice, Texas
cityclerk@cityofalice.org
Tel: 361.668.7210
Fax: 361.668.4353

CONDUCT ORF OFFER: Beginning with your receipt of this Notice and during the Proposal process, Respondents/Proposers are not permitted to contact any City of Alice Councilmember, the County Judge, or any County Commissioner; any officer or employee of the City of Alice, other than the City cClerk and any other person approved by the City Clerk; any officer or employee of the County. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions will subject any offeror to immediate disqualification.

1.5 COSTS INCURRED IN RESPONDING:

All costs directly or indirectly related to preparation of a response to this RFP, any oral presentations required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may be, at its discretion, required by the City or County shall be the sole responsibility of and shall be borne completely by the proposer.

1.6 PROPOSAL ACCEPTANCE PERIOD:

All proposals shall include a statement that they are valid for a minimum period of 60 days subsequent to the RFP closing date, **April 3, 2017**.

1.7 SUBMISSION REQUIREMENTS: Ten (10) copies of your proposal shall be submitted to the City, by mail or hand-delivery, in a sealed envelope bearing the name and address of the proposer and “**No. 2016-2017-003- Request for Proposals for Planning Services for FEMA-Approved Pre-Disaster Mitigation Action Plan. Do not open in the Mail Room.**”

Hand Delivery
City of Alice Administration
Office of the City Clerk
Attn: Rene S. Marshall
Second Floor, Room 202
500 East Main Street
Alice, Texas 78332

Mail
City of Alice Administration
Office of the City Clerk
Attn: Rene S. Marshall
Post Office Box 3229
Alice, Texas 78333

DEADLINE FOR SUBMITTAL: Monday, April 3, 2017 at 2:00 p.m., at which time sealed proposals will be read out loud in the City Council Chambers, 2nd floor, City Hall, 500 East Main Street, Alice, Texas. Late submittals will not be considered.

The City of Alice and Jim Wells County reserve the right to negotiate with any and all firms/persons submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. The City and County are Affirmative Action/Equal Opportunity Employers.

The rights and remedies of the City and Jim Wells County provided herein, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under any subsequent contract.

1.8 SELECTION OF A FIRM/INDIVIDUAL: WeA Selection Committee of the City of Alice and Jim Wells County will review all material submitted, and if required, schedule interviews with prospective Firms/Individuals in order to select the most qualified. The City and County are Affirmative Action/Equal Opportunity Employers, and reserve the rights to reject any and all Proposals, to extend the RFP deadline, and to waive informalities in our selection of any submissions. The ultimate selection of a Firm/Individual shall occur at a meeting made by the Alice City Council, Meeting and with the concurrence of Jim Wells County Commissioners' Court Meeting.

Proposals received will be evaluated and ranked according to the following criteria:

Experience 25 maximum points Proposed cost 35 maximum points

Work Performance 15 maximum points Affirmative Action 5 maximum points

Capacity to Perform 20 maximum points

- a. Proposed cost 30 maximum points
- b. Experience in preparing FEMA-approved plan 20 maximum points

- c. Resources dedicated to this project by proposer 20 maximum points
- d. Capacity of proposer to timely perform under this contract 15 maximum points
- e. Geographical location of proposer 10 maximum points
- f. Affirmative action policies of proposer 5 maximum points

31.9 Review Committee/Evaluation Process

The proposals will be reviewed and evaluated based on the factors described above by a Selection Committee which will consist of Administration, Management, and Finance staff of the City of Alice and Jim Wells County. Based on these reviews and evaluations, the City Manager will present the Selection Committee’s recommendation to the City Council and Jim Wells County Commissioners Court, who will then make the final selection.

1.10 Additional Information

The City and County reserve the right to require additional technical and contractual information during the evaluation period. Each proposal must designate person(s) who will be responsible for answering technical and contractual questions.

1.11 Negotiations

The City and County reserve the right to negotiate all elements of a proposal to ensure that the best possible consideration be afforded to all concerned. The City and County reserve the right to reject any or all proposals and to re-solicit for services.

1.12 Release of Information

Submitted information by the proposer, or the evaluation thereof by the City or County, shall not be released during the proposal evaluation process or prior to the signing of a contract with the successful proposer. Once an award has been made and a contract executed, all proposals will be open for public inspection, except for trade secrets and confidential information, which the proposer has identified as such in its proposal.

1.13 Contract Incorporation

The contents of this Request for Proposals and the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. Failure of a proposer to accept this obligation may result in the cancellation of any award. The City and County will require that any contract signed with a successful proposer contain the following provisions:

1. The terms of this Request for Proposals shall become terms of any contract signed unless all parties specifically agree otherwise.
2. The venue of any suit between the parties shall be Jim Wells County, Texas.

3. The contract is governed by Texas law.

4. The contract may be terminated by the City or County, with or without cause and without penalty, on 15 days written notice to the contractor. No penalty shall attach in the event of any such termination.

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5. All payments by the City of Alice shall be made only out of current appropriations for the City's Fiscal Year 2016-17. Should the contract extend beyond September 30, 2017, all payments by the City of Alice shall be subject to appropriation in the City Budget for any subsequent fiscal year. No penalty shall attach in the event of any such non-appropriation.

6. The contractor shall perform all services under the contract with ordinary and reasonable professional care.

7. All documents and information generated by the contractor in performance under the contract shall be the property of the City and County, and the contractor shall make all such documents reasonably available to the City or County on request.

8. The contractor agrees during and after the term of the contract to indemnify the City and County for and hold it, its council, commissioners, officers and employees, harmless from all claims asserted against the City or County arising out of the conduct of the contractor, or any officer, agent, employer or other representative of the contractor (including reasonable attorney's fees and court costs incurred by the City and County).

9. The contract provisions listed under 2 C.F.R. 200.326 and Appendix II(A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

10. All contractual requirements for contracts obtained with grant funds obtained from the United States Department of Homeland Security and the Texas Department of Public Safety/Texas Division of Emergency Management.

Further, any contract signed with a successful proposer shall not contain any of the following provisions:

1. A waiver of right to trial by jury, or a requirement to submit disputes to mandatory arbitration.

2. A waiver of the City's or County's right to economic damages or attorney's fees in any claim against the contractor for the failure to perform under the contract.

1.14 Rights and Remedies

The rights and remedies of the City and County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under any subsequent contract.

1.14 Contract Payment/Compliance Statement

The contract shall be prepared under the direction of the City and County, and shall incorporate all applicable provisions. Payment for all services other than those described as "special projects" will be made based on an all-inclusive, not-to-exceed negotiated fee proposal, with progress payments as mutually determined to be appropriate. These payments shall be based upon completion of phases of the work. A sample Contract should be submitted with the proposal.

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1.15 Progress Reports

The successful proposer shall submit progress reports to and hold periodic meetings with the City Manager as agreed upon by the City Manager and the proposer. The information provided in these reports must be sufficiently detailed to provide assurance that the project is on schedule.

1.16 Publicity

Any publicity, news releases, and/or advertising pertaining to this RFP and/or the awarding of any contract relating to the RFP may not be made without prior written approval of the City and County.

2.0 Proposal Format

2.1 Required Sections

Proposals must be submitted containing the following sections in the order indicated:

- Cover letter
- Executive Summary
- Table of Contents
- Firm Background, Principal Officers, and Prior Experience
- Scope of Services
- Approach to Developing Plan
- Proposed Schedule
- Other References
- Additional Data and Other Information
- Concluding Remarks

2.2 Cover Letter

This section should contain the name of the proposing firm, the address of the proposing office, and contact persons authorized to answer technical, price, and/or contract questions together with their telephone number and mailing address. The cover letter must also be signed by a partner authorized to bind the company.

2.3 Executive Summary

Prefacing the proposal, an executive summary of five pages or less should be provided which

gives in brief, concise terms a summation of your proposal. Identify the points that make your firm uniquely qualified for this engagement.

2.4 Table of Contents

The Table of Contents shall include an index of the proposal contents and attachments.

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2.5 Firm Background, Principal Officers and Prior Experience

Firm Qualifications and Experience. This section should state:

- a. the size of the firm;
- b. the location of the office from which the work on this engagement is to be performed;
- c. the number and nature of the professional staff to be employed in this engagement on a full-time basis;
- d. the number and nature of the staff to be so employed on a part-time basis.

The firm shall also provide information on the results of any federal or state reviews or field reviews of its performance during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state or federal regulatory bodies or professional organizations.

Partner, Supervisory and Staff Qualifications and Experience. The firm should identify the principal supervisory and management staff who will be assigned to the engagement.

The firm should provide as much information as possible regarding the number, qualifications, and experience and training (including relevant continuing professional education) of the staff to be assigned specifically to this engagement.

Engagements with Other Government Entities. For the firm's office that will be assigned responsibility for the project, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for qualifications. These engagements should be ranked on the basis of relativity to the current proposal

2.6 Proposed Schedule

Comment on the firm's ability to meet the timelines indicated in the RFP. The proposer should provide any recommended changes to the schedule that might be required to enhance the timelines and quality of the engagement.

2.7 Additional Data and Other Information

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section, "There is no additional information we wish to present."

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2.8 Concluding Remarks

This section shall contain any final remarks or elaboration which the proposer believes is important for a clear understanding of the proposed services and/or the proposer's capabilities.

3.0 Other Information and Requirements

3.1 Equal Employment Opportunity

The Proposer agrees that during the performance of its contract it will:

1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or requests.

The Proposer shall be advised of any complaints filed with the City alleging that Proposer is not an Equal Opportunity Employer.

In determining whether to terminate any portion of this contract, the City reserves the right to consider reports from its Human Resource Office in response to discrimination complaints. However, the Proposer is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract.

3.2 Conflict of Interest

The Proposer agrees to comply with the conflict of interest provisions of the City Charter, Code of Ordinances and State law.

3.3 Outstanding Taxes/Liabilities

Pursuant to Section 2-381 of the City of Alice Code of Ordinances, the City shall not award contracts to any person, firm, or corporation indebted or in arrears in payment of taxes or other liabilities to the City. Proposers must certify that their firm is not indebted or in arrears in payment of taxes or other liabilities to the City.

4.0 Terms and Conditions as Applicable

EQUAL OPPORTUNITY: The City of Alice and Jim Wells County are Equal Opportunity Employers and reserve the right to reject any and all proposals, extend the RFP deadline, and/or to waive formalities in our selection.

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RESERVATIONS: The City and County, through their duly authorized officials, reserve the right to reject any part of, or all statements without the imposition of any form of liability. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City and County reserve the right to award this RFP to the most qualified proposer that offers the best combination of qualifications and value to the City taking into consideration the selection criteria contained herein

CONDITIONS OF CONDUCT: At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City or County, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City and County shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City or County shall be grounds for termination of any agreement between the City and County, and Proposer. A copy of this policy is available for public inspection in the offices of the City Clerk and County Judge, and copies may be obtained at a nominal charge.

ETHICAL STANDARD: No City or County official or employee shall have interest in any agreement resulting from this RFP. Individuals with a possible conflict will submit a public disclosure record by completing a “Statement of Financial Interest” form.

REIMBURSEMENTS: There is no expressed or implied obligation for the City or County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the City and County will not reimburse responding firms for these expenses, nor will the City or County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure an agreement for these services.

DEFAULT: The City and County reserve the right to terminate any agreement entered into as a result hereof immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

INDEMNIFICATION: The Proposer shall, defend, indemnify, and hold harmless the City and County, their councilmembers, commissioners, officers, employees and agents, from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c)

any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INDEPENDENT AGREEMENT OR RELATIONSHIP: The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City or County.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the agreement.

