



REQUEST FOR PROPOSALS

By order of the City Council of the City of Copperas Cove, Texas
Sealed RFP's will be received for:

**FORT CAVAZOS RAIL (REGIONAL AREA INTERMODAL LOGISTICS)
FEASIBILITY STUDY**

RFP NO. 2024-05-31

**Request for Proposals will be received until 9:00 a.m. on
September 9, 2024**

Return to:

City of Copperas Cove
Stephanie Potvin- Assistant Finance Director
914 S. Main Street Suite H, or
P.O. Drawer 1449
Copperas Cove, Texas 76522

INSTRUCTIONS TO RESPONDENTS

1. The envelope or package containing the completed Request for Proposals should be marked legibly on the outside with the submitter's name and address along with "Request for proposals for Fort Cavazos RAIL Feasibility Study; RFP No. 2024-05-31."

2. The respondent shall sign and date the submittal where provided within the RFP. The person signing the proposal must have the authority to execute a contract. Proposals which are not signed and dated in this manner may be rejected.

3. All documents shall be received at the City of Copperas Cove, Finance Department, located at, 914 S. Main Street Suite H, Copperas Cove, Texas 76522, by the deadline shown on the cover sheet of this Request for Proposals.

4. Submit three (3) complete copies, including the ORIGINAL, SIGNED response and a one-page cover letter, plus the entire contents of the response on either flash drive or a DVD. **Facsimile transmittals and electronic transmittals will not be accepted.**

Submit to:

Finance Department, City of Copperas Cove, Texas
RFP 2024-05-31, Fort Cavazos RAIL Study
914 S. Main Street Suite H
Copperas Cove, Texas 76522

5. RESPONSES MUST BE RECEIVED NO LATER THAN 9:00 a.m. on Monday, September 9, 2024.

6. The City of Copperas Cove, Texas, reserves the right to reject any or all Request for Proposals as it shall deem to be in the best interests of the City of Copperas Cove.

7. Responses received later than the date and time above will not be opened and will not be considered in the response process.

8. A response may not be withdrawn or canceled by the Respondent without the permission of the City of Copperas Cove for a period of ninety (90) days following the date designated for the receipt of responses, and respondent so agrees by submission of his /her response.

9. All proposals meeting the intent of this Request for Proposals will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the respondent has not taken exceptions and shall bind the respondent to perform in strict accordance with the specifications in this Request for Proposals. The City of Copperas Cove reserves the right to accept any, all or none of the exception(s) /

substitution(s) deemed to be in the best interest of the City of Copperas Cove.

10. Any interpretations, corrections or changes to this Request for Proposals will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Copperas Cove Finance Department. Addenda will be loaded on www.copperascovetx.gov. Vendors will be responsible for reviewing the City's website at www.copperascovetx.gov to see if any addenda have been issued. Respondent shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.

11. Proposals resulting from submitted Request for Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.

12. The City of Copperas Cove is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

13. A prospective respondent must affirmatively demonstrate that the respondent will provide goods or services at the best value for the City of Copperas Cove, Fort Cavazos, and other government municipalities, based on the criteria provided herein. A prospective respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources as required;
- b. Demonstrate the ability to deliver the specified services/products/deliverables;
- c. Be able to comply with the required or proposed delivery schedule;
- d. Have a satisfactory record of performance;
- e. Have a satisfactory record of integrity and ethics; and
- f. Be otherwise qualified and eligible to receive an award.

The City of Copperas Cove may request representation and other information sufficient to determine respondents' ability to meet these minimum standards.

14. Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict-of-interest questionnaire if the vendor has a business relationship with the City and has:

- a. an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or

- b. has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- a. the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- b. the date the bidder becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and or not later than the seventh business day after the date the originally filed questionnaire becomes incomplete or inaccurate. The Conflict-of-Interest Questionnaire is attached in Compliance with this law and is the responsibility of each bidder/vendor.

The City of Copperas Cove is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any proposal requirements causing you difficulty in responding to our Request for Proposals. We want to facilitate your participation so that all responsible vendors can compete for the City's business.

Questions concerning this Request for Proposals should be submitted in writing to: Stephanie Potvin- Assistant Finance Director at financedept@copperascovetx.gov by August 26, 2024 at 9 a.m.

Request of Proposals

I. General Response Information

1. The City of Copperas Cove is currently accepting responses to provide consulting services to the City for the Fort Cavazos RAIL (Regional Area Intermodal Logistics) Feasibility Study. The successful respondent shall execute a contract with the City and perform services in accordance with the instructions, specifications, terms and conditions set forth in this Request for Proposals.

2. RESPONSES MUST BE RECEIVED NO LATER THAN 9:00 AM ON MONDAY SEPTEMBER 9, 2024.

3. All appropriate supplements and/or samples must be included in your response. Carefully read and comply with all instructions, specifications, terms and conditions. Fill out all forms properly and completely. Incomplete responses will not be considered in the evaluation process.

4. All responses are required to have an original signature, signed in ink by an authorized agent of your company. **RESPONSES THAT ARE RECEIVED UNSIGNED, NON- ORIGINAL, OR SIGNED IN ANYTHING OTHER THAN INK WILL NOT BE CONSIDERED FOR AN AWARD.**

5. No oral, telephone, telegraphic, or facsimile responses will be accepted. Responses may only be accepted if delivered in person, by U.S. Postal Service, or other recognized carrier (Federal Express, UPS, Lone Star, etc.). Each respondent is responsible for taking the necessary steps to ensure his/her response is received by the date and time noted herein. The City is not responsible for missing, lost or late mail or any mail delays, internal or external, that may result in the response arriving after the set time. Responses received late will not be opened and will not be considered in the evaluation process.

6. Responses must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the instructions, specifications, terms and conditions, must be explicitly identified.

7. All costs of response preparation will be borne by the respondent. All parties submitting a response are asked to screen their responses for correctness and compliance with the instructions, specifications, terms and conditions.

8. The City of Copperas Cove with input from Coryell County, Fort Cavazos and other local government stakeholders shall choose the respondent it determines to be in its

best interest and will provide the best value to the City and other stakeholders based on the criteria stated herein.

9. Tentative timeline for RFP

RFP Issue Date (issue publication dates) ...August 9th & 16th, 2024

Questions in Writing... (publication date +15 days) ...August 26, 2024 @ 9 am

RFP Due DatePublication date + 30 days...September 9, 2024 @ 9 am

Interview/Selection date Publication date + 45 Days...September 24, 2024

Tentative Contract/Service Effective date..Publication date + 60 Days.October 9, 2024

II. Background Information

The City of Copperas Cove, Texas, as sponsor, shall receive proposals for consulting services to assist in the preparation of a Fort Cavazos Joint Use Regional Area Intermodal & Rail Feasibility Study, until 9:00 a.m., Monday, September 9, 2024, at the offices of the

Finance Department, City of Copperas Cove, Texas
RFP 2024-05-31, Fort Cavazos RAIL Study
914 S. Main Street Suite H
Copperas Cove, Texas 76522

Reasons for Fort Cavazos Regional Area Intermodal & Rail Facility Study

Fort Cavazos is a United States Army post located near Copperas Cove and Killeen, Texas. It is comprised of 214,968 acres in central Texas and 58 miles north of Austin. Fort Cavazos is the Army's premier installation to train and deploy heavy forces and is the only installation in the country capable of stationing and training two armored divisions. The rolling, semi-arid terrain is ideal for multifaceted training and testing of military units and troops.

The installation is home to the Headquarters III Armored Corps, 1st Cavalry Division, 1st Army Division West, and several other tenants. The installation has deployed over 1.1 million service members throughout the world since 2002 in support of the full spectrum of military operations, including combat in Iraq and Afghanistan, rotational deployments in Korea and Europe, humanitarian assistance in Africa, hurricane relief operations in New Orleans and Houston, border security operations, pandemic responses across the US, and most recently in support of NATO operations for the ongoing Ukraine and Russian conflict.

To perform this mission Fort Cavazos has two critical mobilization and deployment missions, a mobilization force generation installation (MFGI) and a Power Projection Platform (PPP). In an average month, roughly one in six of the 36,000 soldiers stationed at Fort Cavazos are deployed. Fort Cavazos serves as one of only two MFGI's, preparing Army Reserve and Army National Guard units for worldwide deployment. Forces at Fort Cavazos are deployed continuously with a typical cycle of one deployed brigade, one brigade training to deploy, and one brigade recovering from deployment.

Fort Cavazos' critical Power Projection Platforms are the Greater Killeen Regional Airport (Robert Gray Army Airfield) and Logistics Readiness Command (LRC) rail yard. Between FY 20 and FY 22, LRC deployed/redeployed military equipment via 15,922 rail cars totaling 159,586 short tons (819.27M pounds). Annually, rail operations move over 160 trains with 6,900 plus rail cars. In FY 23, the LRC deployed or redeployed 2,581 rail cars totaling 64,878 short tons (129.8 M pounds) In a large-scale mobilization event the installation would need to move 80 to 100 trains per month.

Additional rail loading capacity would be a 25% increase to sideload capability for loading containers. This would significantly enhance the timeline for deployment of III Corps forces to multiple ports of embarkation. During a large-scale mobilization, the installation would concurrently be receiving large numbers of reserve component equipment at the same time. Additional rail lines and additional container loading capacity would be instrumental in reducing congestion and meeting mission timelines.

To support Fort Cavazos force generation and deployment requirements Fort Cavazos Logistics Readiness Center (LRC) is responsible for moving equipment from the installation to deployment ports, whether at Beaumont, Charleston, or San Diego. Fort Cavazos location is roughly equidistant from both coasts. This makes the installation the preferred alternative for such operations and gives the Army unparalleled flexibility in deployment exercises and missions. The LRC deploys equipment from two platforms. First is the installation rail yard near Tank Destroyer Boulevard on the west side of the installation. Currently the rail yard has one side-load line for container to rail and truck. This places restrictions on deployment speeds and resiliency to support surge conditions. Second is the line haul yard, currently located immediately behind Carl R. Darnall Army Medical Center (CRDAMC), in the same corridor as used by emergency vehicles. The line haul yard is used for loading equipment for freeway transportation. In its current location the line haul yard directly conflicts with the installation's medical evacuation corridor for both helicopter and ambulances. Not only do line haul operations interfere with medical operations but there is an additional safety aspect to the schools and military housing near the hospital area with heavy trucks moving on streets.

At present, all MFGI traffic traveling from North Fort Cavazos to their point of embarkation must either take a slower, more circuitous route through the middle of the installation, or pass completely around Fort Cavazos and enter another gate. This creates an additional safety hazard either on public roads or passing through military and troop housing areas.

The LRC is responsible for all logistics activities on Fort Cavazos, such as equipment fielding, fuel supply, and ammunition handling. As a result, all 89,000 cargo, commercial and construction trucks which arrive at the installation each year pass through a single inspection point at Clarke Road access Control Point (ACP) to access the LRC campus. The cargo inspection station has minimum queuing capacity, which routinely backs up personal vehicle (POV) traffic through the adjacent gate. Traffic passing through the gate at peak hours is a mix of personal vehicle, school buses, cargo (some hazardous), commercial and construction traffic which creates safety issues as lines of vehicles producing unacceptable delays and safety issues as vehicles will extend into the access roads frequently as far as a quarter mile.

The increased utilization of containerized shipping of supplies via this intermodal capacity would significantly decrease the number of commercial trucks required to ship and receive supplies from multiple depot activities across the US. In a year, FH/FC receives nearly 30,000 truck shipments with over 70,000 pieces of equipment and literally hundreds of thousands of tons of supplies to support the mission at Fort Cavazos.

In March of 2018, The Office of the County Judge, County of Coryell Texas, sought assistance from OLDCC in determining the feasibility of establishing a joint civilian/military use multimodal truck/rail cargo transfer facility. The primary aim of the study was to assess the feasibility of a multimodal freight facility to accommodate the needs of Fort Hood (Cavazos) under military surge conditions, deployments, and regional private sector multimodal needs.

Since 2018, there have been multiple dynamics that directly influence this study to include:

1. Increased Fort Cavazos deployment requirements
2. Increased truck traffic onto and off the installation at Clarke road - 7300 per month
3. New DoD funding sources for community/military infrastructure partnerships
4. COVID-19 and supply chain interruptions
5. The proximity of military housing, Darnall Hospital and Fort Hood (Cavazos) schools to hazardous cargo now coming to their areas along Tank Destroyer Boulevard and Santa Fe creates a safety hazard

Need for Assistance

Increased truck traffic at the installation causes frequent bottlenecks at the current commercial truck entrance and inspection gate (Clarke Road). Cargos come onto the post near housing and base schools. All classes of cargo enter here to include explosives and chemicals. The truck deployment area to move smaller wheeled

vehicles accompanying the larger equipment that is railed to ports in Texas and on the west coast is literally on the backside of Darnall Hospital again creating serious public safety issues during deployments. Rerouting truck traffic away from the hospital and schools will greatly improve safety for military personnel and their families.

Relocation of the Clarke Road Gate or the construction of a new gate and truck marshalling area removes trucks from cueing on Interstate 14 during peak hours with civilian vehicles and buses. Locating near the rail head with expanded side load capabilities can reduce deployment times from currently 7 to 10 days to 5 to 6 days or less by adding four side rails to accommodate 600 plus containers going out with each Brigade Combat Team being deployed.

The current rail facility has one ramp for moving containers from truck to rail or vice versa. The initial study recommended 4 side rail spurs that would facilitate transfer of containers truck to rail and rail to truck. Currently, 5 to 7 days is needed to deploy a Brigade Combat Team. The additional rail capacity would provide 25% increased capacity, reducing time for deployment of equipment.

Current highway conditions restrict access to the rail yard from across the installation and North Fort Cavazos. Improvements to expand rail capacity and marshal all commercial trucking to a single less congested location will improve safety, deployment, and power projection with increased side rail capacity (25% improvement takes a 5-to-7-day deployment mission to 4) increasing resiliency for III Corps.

Opportunity

Improved highway access and upgraded rail facilities at west Fort Cavazos will immediately allow more rapid and effective mobilization and deployment of forces from Fort Cavazos. In the short term this will save the Army Soldier hours and engine hours, reduce security vulnerabilities along Clarke Road Gate and will improve resident safety and quality of life. Long term improves access from SH9, supports installation plans to relocate the line-haul yard and consolidate logistics functions. This will facilitate community plans to establish a multi-modal transportation yard in conjunction with installation logistics functions.

This study is important for several reasons:

- A. Help manage increased container usage by the Army.
- B. The ability to reduce deployment time by 25% would be critical to the Army Mission and resiliency at the installation. Improved Power Projection for units of 1st CAV and III Corps resiliency
- C. Improved side-load capabilities clearly improve material handling and allow for additional container shipments to arrive via rail to support the installation and industrial base.

D. Improved rail linkage, to ports on both the east coast and west coast of the US for movement of heavy equipment and supplies thus improving the military supply chain.

E. Improved safety by rerouting of hazardous cargo and materials away from schools, family and troop housing, and the hospital area of Fort Cavazos.

F. Improve emergency response time ingress and egress for any unseen natural or man-made disasters thus addressing installation resiliency.

The 2018 study gave the installation and community a very high-level summary of how a joint use intermodal facility could benefit the installation and communities surrounding Fort Cavazos. More current data is needed to provide a planning document that can phase design, construction, and management of this facility to increase mission capability (deploy ability) of units assigned to or mobilizing through Fort Cavazos and at the same time provide for better safety to the military community and civilian communities surrounding Fort Cavazos.

Fort Cavazos has had great success working with OLDCC and in the public/private partnerships created with the Greater Killeen/Fort Hood Regional Airport. It is envisioned that a similar model can be developed for wheeled vehicle and rail transport. Re-alignment of the current truck point to the more industrial area of Fort Cavazos will also benefit safety to the adjacent community, base housing, schools, and medical facilities thus providing additional safety to Fort Hood's soldiers and families.

The City of Copperas Cove and its regional partners to include Fort Cavazos will execute the updated Feasibility Study in coordination to answer the following questions:

1. How best would an expanded joint- use civilian/military multi- modal truck/rail transportation facility on Fort Cavazos support future military missions including large-scale force deployments during routine operations and under exigent circumstances?
2. What options (usage fees, etc.) exist for the facility to generate financial resources to leverage support of or enhancement for Army Compatible Use Buffer objectives by improving compatible use efforts for training areas and to mitigate the risk of future civilian encroachment to Fort Cavazos?
3. What economic development and/or commercial opportunities could be enabled by such a facility located on Fort Cavazos and adjacent to Interstate Highway 14 and the BNSF railroad?
4. What economic development and/or commercial opportunities could be enabled by such a facility located on Fort Cavazos and linked to regional business/industrial parks and the Killeen- Regional Airport's future air cargo facility?
5. How and what public- private partnership (P3) and/or public- public- private partnership (P4) resources could be leveraged to support the establishment and

operation of the facility?

6. What resource limitations and constraints should be considered (e.g., time, people, funds, land, utilities, infrastructure, and security)?

7. Should the current semi- truck access control point be relocated from North Clarke Road gate to the proposed Facility and what are the benefits of relocating?

8. What additional military and civilian goals and/or programs could be facilitated through establishment of a facility, including job opportunities for civilians, veterans, and military family members as well as service members transitioning out of the military?

9. What future civilian and military policy, infrastructure, and/or force stationing decisions could this study be used to inform?

10. What relevant federal, state, regional factors and related data source should be considered? How can Fort Cavazos JLUS and Fort Cavazos Force Reduction Assessment data and findings be leveraged?

Study Overview

This feasibility study complements the Fort Hood Joint Land Use Study implementation and helps increase Fort Cavazos's military value by enhancing and supporting Fort Cavazos's capability to rapidly deploy forces when required to support assigned missions and more importantly supports exigent deployments. Specifically, railcars required to transport main battle tanks have doubled in size and this increases the need for additional staging space on spurs prior to the main rail line. This facility would provide increased capabilities for two identified deployment challenges. Specifically, this facility would provide additional railcar side- load capability and significantly expand commercial truck- load capability thereby expediting loading and deployment operations during exigent circumstances.

A Joint Use Multi- Modal Rail/Truck Facility Feasibility Study is a planning process designed to identify issues and opportunities confronting both the military installation and the civilian community to recommend strategies and options to address the issues in the context of Fort Cavazos's mission to support large scale deployments with the availability of expanded rail/truck facilities and a potential joint use of those facilities. This could provide for expanded economic opportunities for local communities in providing additional jobs and tax base expansion adjacent to the installation to better serve both the local communities in general and to provide additional job opportunities for service members families, jobs for service members departing the service. This can save the cost of the Military Service expending unemployment dollars for departing service members, and an increase in the local tax base through commercial development adjacent to acceptable areas which do not encroach on Fort Cavazos's mission. The opportunities which these commercial development opportunities could generate funds which could address Army Compatible Use Buffer issues at other

priority locations adjacent to the installation. This feasibility study should be conducted in a collaborative manner involving a variety of stakeholders, including but not limited to:

- o III Armored Corps, US Army and Fort Cavazos
- o The County of Coryell, study sponsor
- o The City of Copperas Cove, co- study sponsor
- o The cities of Killeen, Harker Heights, Gatesville, Temple, Belton, and Bell County
- o Central Texas Council of Governments (CTCOG)
- o Heart of Texas Defense Alliance (HOTDA)
- o Community business leaders, landowners, and developers
- o The State of Texas
- o United States Congressional Districts 25 and 31
- o Central Texas College (CTC)
- o Copperas Cove and Killeen Independent School Districts
- o Texas Department of Transportation (TxDOT)
- o Commercial truck and rail companies to include BNSF

A public meeting should be conducted during the study so that interested members of the public can have the opportunity to learn about the project and provide comments.

III. SUBMISSION INFORMATION

The City of Copperas Cove will receive Proposals until September 9, 2024 @ 9:00AM. Deadline for questions or request for clarification must be submitted to Stephanie Potvin- Assistant Finance Director by email prior to August 26, 2024 @ 9:00 a.m., at financedept@copperascovetx.gov . All responses to the questions will be posted to the City's website in addendum form.

Submit three (3) complete copies, including the ORIGINAL, SIGNED response and a one-page cover letter, plus the entire contents of the response on either flash drive or a DVD. Facsimile transmittals and electronic transmittals will not be accepted.

Submit to:
Finance Department, City of Copperas Cove, Texas
RFP 2024-05-31, Fort Cavazos RAIL Study
914 S. Main Street Suite H
Copperas Cove, Texas 76522

All submittals should be succinct and include the following information and documentation:

1. Cover Letter and Summary

- a. A transmittal letter which states the respondent's desire to perform the required services.
- b. This section of the response should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions.
- c. A representative authorized to bind the company must sign the cover letter. Prefacing the response, include a summary of your response in brief, concise terms and the expected benefits of the response to the City of Copperas Cove.

2. Firm Background, Principal Officers, and Prior Experience

- a. A general information statement which provides a brief description of the candidate firm or consulting teams, their background, size and typical projects;
- b. The specific experience of the staff members who would be assigned to the project, list of individuals and designation of a project manager.
- c. State the full name and address of the Respondent's organization and identify the parent company, if the Respondent is a subsidiary.
- d. Specify the branch or other subordinate element that will perform, or assist in performing, this work.
- e. Indicate whether the Respondent operates as a corporation, partnership, or individual. Include the state in which the Respondent and/or licensed to operate and the date of incorporation or licensing.

3. Proposed Work Schedule and a Detailed Project Timeline & Fee schedule

- a. An itemized breakdown of projected project costs.
- b. Provide samples of similar projects.

4. References

- a. The City of Copperas Cove requests respondent to supply, with its RFP, a list of at least three references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities, counties, or military installations that are customers of respondent. For each reference include the 1) name of firm; 2) address; 3) contact employee of firm, 4) with telephone number and 5) email address; 6) what services were or are provided to this reference; and 7) how long your firm has provided this service to the reference entity.

5. Concluding Remarks

- a. This section shall contain any elaboration regarding the requested service or the items of information that the proposing party feels important to a clear understanding of the proposed service and/or capabilities.
- b. Representation that the candidate firm or consulting team will in all aspects conform to and comply with all applicable DEI (Diversity, Equity, Inclusiveness) and other Equal Employment guidelines as prescribed by federal law.
- c. Assurance that the candidate firm is in good standing with the State of Texas.
- d. Respondents will validate they are not on the federal debarment and suspension list.
- e. Assurances that this agreement will not result in a conflict of interest.

5. Completed Insurance Requirement Affidavit

- a. Provide a completed Insurance Requirement Affidavit asserting that you can comply with the insurance requirements specified in the attached Agreement for Professional Services. (See attached form).

6.W-9, Vendor Information, Conflict of Interest Questionnaire

IV. SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated by the Fort Cavazos RAIL Study sponsors, (City of Copperas Cove, Coryell County) and Fort Cavazos. Stakeholders will jointly recommend the most qualified consulting teams or firms to the Copperas Cove City Council for approval. Once the consultant is chosen and authorized to proceed, it will be expected to immediately assist in developing a final scope of service and contractual agreement.

The Fort Cavazos RAIL Study sponsor reserves the right to waive any irregularity in any submittal or reject any or all proposals. Any cost incurred by candidate firm(s) or consulting team(s) in preparing submitted proposals is the sole responsibility of the respondent(s). All work is subject to funds appropriation. Submittals will be reviewed, and respondents will be evaluated according to the following evaluation criteria:

- (a) Consultant qualifications, references and experience on similar projects. Consultant must have experience working on DoD-related compatibility planning projects. The consultant should have recent (last five (5) years) experience and successful performance in completing projects/grants for the OLDCC.
- (b) Consultant's ability to accomplish study tasks in a timely manner. Consultant must demonstrate the ability to successfully complete projects on time and on budget. Demonstrated past performance on OLDCC projects is highly desirable.
- (c) Consultant's proposed project methodology, organization, management and milestones. Consultant must outline the approach in dealing with multiple stakeholders, and positive experience in working with military installations and Military Services is highly desirable.
- (d) Consultant's familiarity with relevant state, regional and local planning and development laws, policies; regulations, plans and procedures. Consultant must have experience in working on compatibility projects with Texas military installations and their defense communities.
- (e) Consultant's familiarity with relevant state, regional and local planning and development laws, policies; regulations, plans and procedures. Consultant must have experience in working on compatibility projects with Texas military installations and their defense communities.

Factor	Weight
Qualifications/Experience	30%
Ability to complete the work on time	15%
Plan to accomplish the project	20%
Familiarity with state, regional and local laws, policies, regulations and procedures	15%
Familiarity with military plans, policies, regulations, studies and documents	15%
Estimated Project Cost	5%
	100%

V. CONTRACT AWARD

Upon completion of the evaluation process the City will then enter into formal contract negotiations with the Respondent whose proposal is most favorable to the City. The successful Respondent to whom the award is made will be required to execute a written contract with the City of Copperas Cove, Texas. If the successful Respondent to whom the proposal is awarded fails to enter into a contract as herein provided, the award may be annulled and the contract let to the next most favorable Respondent as determined through the process described in the scoring table above, and such successful Respondent shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made. After the completion of a contract with a successful Respondent the City will notify each non-selected Respondent that they are no longer being considered for the contract. The contract term shall be for a period not to exceed 12 months commencing no later than 30 days after approval by City Council of Copperas Cove, Texas and after respondent notification.

The City may use sources of information not supplied by the organization concerning the abilities to perform this work. Such sources may include, but not be limited to: current or past customers of the organization, background checks of organization representatives, employees and/or volunteers, on-site inspection of the organization's operation, on-site inspection of the service sites and credit records.

The City reserves the right to reject any or all formalities or informalities, or any proposals and qualifications, with or without cause, enter into one or more contracts for the services, or to act otherwise as the public interest may require. All proposals will be subject to the negotiation. Negotiations will not be limited and may include any contract provisions, services, and terms acceptable to the City. All Requests for Proposals shall be valid for ninety (90) days from the RFP opening date.

VI. ACCEPTANCE OF RFP TERMS; WAIVER OF CLAIMS

By submitting a Request for Proposal each respondent waives all claims against the City of Copperas Cove, its officers, agents, employers and contractors to the extent such claims arise out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements in connection therewith; acceptance or rejection of any bids; and the award of the contract.

VII. ASSIGNMENTS

No assignment, transfer or subcontracting of the contract or any part thereof, shall be made by the successful Respondent without the consent of the City. The agreement shall

insure to, and be binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto, but except as aforesaid no third person shall have or acquire any right hereunder.

EXHIBIT “A”

Scope of Work:

The City of Copperas Cove, Texas, as sponsor, shall receive proposals for consulting services to assist in the preparation of a Fort Cavazos Joint Use Regional Area Intermodal & Rail Feasibility Study.

Task 1A – Management

The project will be managed through the Office of the City Manager, Copperas Cove, Texas. The Copperas Cove Economic Development Corporation (CCEDC) will oversee day to day project management, facilitate meetings, site tours, processing of payments, compilation of required documentation needed from the City to administer this grant.

Task 1B – Installation Tour

The community and consultant will coordinate with Fort Cavazos on an installation tour, including nonfederal lands outside the fence.

TASK 2: Stakeholder/Public Involvement

The consultant will interview local government officials, staff, and military representatives, to understand current and future compatibilities and conflicts, as well as interview Fort Cavazos representatives to identify current training, operations, and objectives, as well as anticipated activities. The consultant will be responsible for creating and distributing press releases related to meetings, updates, and other topics of interest or as directed by Fort Cavazos or civilian stakeholders. The consultant will also develop and maintain a website to engage the public. The website will include, but not be limited to, meeting summaries, maps, data gathered, documents, recommendations, and study participants. The website will have an email link for the public to use to provide input at any time during the process. The consultant will conduct at least two public workshops; one to introduce the project to the public, and a second workshop to review recommendations and to present final findings/recommendations.

Deliverables:

- Public Involvement Plan
- Press Releases
- Website
- Log/Minutes of public workshops

TASK 3: Review Documentation and Data

Review the results/recommendations from the 2018 Fort Hood (Cavazos) Intermodal Study.

Identify and collect pertinent information and data, studies, reports, comprehensive plans, and information on current and foreseeable or planned Fort Cavazos rail and truck cargo transfer operations supporting the Fort Cavazos military operations.

Identify, review, and summarize land use policies and plans being implemented by Fort Cavazos within the study area and civilian stakeholders within areas adjoining the Fort Cavazos area.

Identify DOD national priorities, National Defense Strategy, Fort Cavazos Installation Energy and Water Plan, and other related information.

Identify, review, and summarize current ordinances, land development codes and policies, military regulations, federal and State of Texas laws and regulations that address potential land use conflicts between study area land uses and Fort Cavazos operations and uses; and other regulations that control or reduce potential conflicts between land uses and installation operations.

Identify existing and proposed infrastructure or community facility improvements proposed within and adjacent to Fort Cavazos.

Identify and map any on-post improvements that would potentially alter or increase the impact on foreseeable future rail and truck cargo transfer projects and the Clarke Road Gate.

Identify security or safety needs as necessary or as directed by the sponsor or Fort Cavazos.

Deliverables:

- Summary of findings

TASK 4: GIS Mapping

The consultant will utilize Geographic Information Systems mapping technology to display and analyze regional land-use, infrastructure, transportation, communication, and utilities data and maps.

Deliverables:

- Updated GIS coverage for existing and future land use. All GIS coverage will be delivered in the State of Texas Plane Coordinate System. This coverage shall be delivered in the ArcGIS software format.

- Hard copy maps, as necessary.
- Draft report detailing the review of the existing regulatory schema and including other pertinent data as well as a meaningful analysis of all data gathered.

TASK 5: Identification and Analysis of Land Use and Facility Conflicts

Identify existing land uses located within the study area boundary where land uses or development may be incompatible between military and civilian uses, a small-scale overview of current zoning and land use must occur. The consultant will classify existing land uses within and surrounding Fort Cavazos in terms of compatibility with military operations. Existing conflicts will be reviewed from the aspect of military operations and civilian concerns.

Evaluate Master Plans Impacting Fort Cavazos to determine potential conflicts. The consultant will evaluate existing community plans for area expansions in terms of mission, operation, testing, and/or infrastructure. Any expansions or growth will be evaluated for impacts in traffic, air quality, noise, and other types of nuisances.

Deliverables:

- Identify existing and future land uses as well as existing and potential conflicts to include existing land use compatibility maps.

TASK 6: Assess relocation options for the Clarke Road Gate

The consultant will examine the existing gate and develop concepts and options for possible relocation while considering, at minimum, safety, traffic, and security.

The consultant will identify potential costs and funding sources associated with relocation.

Deliverables:

- Clarke Road Gate recommendations

Task 7: Assess relocation options for the Joint Use Intermodal Facility

The consultant will examine the facility and develop concepts and options for possible relocation while considering, at minimum, safety, traffic, and security.

The consultant will identify potential costs and funding sources associated with relocation.

The consultant will look at different options inside the installation and or adjacent locations that may assist in compatible development of a joint use intermodal facility.

Findings and recommendations should be consistent with current and future mission growth at Fort Cavazos.

Deliverables:

- Joint-Use Intermodal Facility recommendations

TASK 8: Future Community Development and Land Use Conflicts

The consultant will collect and analyze data pertaining to planned or potential regional infrastructure expansions, and development activities or constraints.

The consultant will develop various land use scenarios which will be overlaid within the study area with preferred and compatible land use alternatives.

Options should provide flexibility for supporting the current supply chain/power projection requirements for the military and provide for compatible land use practices to minimize future encroachment.

Based upon existing land use and transportation issues, noise impacts, and future development potential of the study area, the consultant will identify future land use alternatives and identify the various potential advantages and disadvantages of each.

The consultant will prepare Land Use Compatibility Maps that are reflective of existing and future land use issues.

Deliverables:

- Future land-use compatibility maps delineating alternatives, proposed future land use and zoning maps, including an inventory of vacant lands that cannot be developed due to infrastructure or environmental constraints and existing buffers around Fort Cavazos.

TASK 9: Draft and final assessment and feasibility study

The consultant will present draft products to the sponsor, regional stakeholders, and Fort Cavazos for review. The draft will also be placed on the study website for public review.

Deliverables:

- Comments and recommendations to City of Copperas Cove and Coryell County.
- Comments and recommendations to Fort Cavazos.
- Final draft report.
- Final draft report to Copperas Cove, Coryell County, and Fort Cavazos.
- Project deliverables will include the Fort Cavazos RAIL Final Report to include design concepts, (two options) and a cost ROM (two options).

- Fort Cavazos RAIL Plan Overview for OEA and City of Copperas Cove and Coryell County websites.
- Adoption of final report
- Final report to public

Additional Services

The scope of Services may be added to, or changes in the Scope of Services may be modified for any services of a similar nature to those specified in the Scope of Services of this Request for Proposals, as mutually agreed to and at a price mutually agreed upon.



**INSURANCE REQUIREMENT AFFIDAVIT
VENDOR INFORMATION
W-9
CONFLICT OF INTEREST QUESTINNAIRE**

CITY OF COPPERAS COVE, TEXAS INSURANCE
REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Copperas Cove, I will be able to, within thirty (30) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)	Agent (Print)	Date
-------------------	---------------	------

Name of Agency/Broker: _____ Address of
Agent/Broker: _____
City/State/Zip: _____
Agent/Broker _____
Telephone Number: _____
CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another firm meeting the specifications. If you have any questions concerning these bond requirements or the bid, please contact Stephanie Potvin at financedept@copperascovetx.gov.



“The City Built for Family Living”

Finance Department

VENDOR INFORMATION SHEET

COMPANY NAME _____ **TAX ID#** _____

PRIMARY POC _____ **DATE** _____
(PLEASE PRINT)

SIGNATURE _____ **PHONE NUMBER** _____

EMAIL ADDRESS _____

SECONDARY POC _____ **DATE** _____
(PLEASE PRINT)

SIGNATURE _____ **PHONE NUMBER** _____

EMAIL ADDRESS _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	Social security number																				-				-						or										Employer identification number																				-									
Social security number																																																																							
-				-																																																																			
or																																																																							
Employer identification number																																																																							
-																																																																							

Part II Certification Under penalties of perjury, I certify that:
<ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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 authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment 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 direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CITY OF COPPERAS COVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
CORYELL COUNTY §

This Professional Services Agreement (“Agreement”) for the Fort Cavazos Rail Feasibility Study is made and entered by and between the City of Copperas Cove, Texas (the “City”), a Texas municipality, and _____ (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon _____ and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as **Exhibit “A”**. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in **Exhibit “A”** and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (**Exhibit "A"**) and accounted for in the total contract amount. If these items are not specifically accounted for in **Exhibit "A"** they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work relates is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City, but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes,

social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion*. Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) *Conflicts*. In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth

in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification.

Professional shall indemnify, defend and hold harmless the City of Copperas Cove, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State

Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices.

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment.

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability.

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver.

Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue.

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

Section 15. Paragraph Headings; Construction.

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect.

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender.

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement.

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit.

City shall have the right to examine and audit the books and records of Professional with regards to the work described in **Exhibit "A"**, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 23. Dispute Resolution.

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall

promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.

Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Section 25. Certificate of Interested Parties (TEC Form 1295).

For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Professional a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

Section 26. Texas Government Code Mandatory Provisions.

(A) The City of Copperas Cove may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by entering into this Agreement, the Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

(B) Pursuant to Texas Government Code Section 2274.002, as added by Acts of the 87th Legislature as Senate Bill 13 (SB13), this sub-section only applies to a contract between the City and a Professional with at least ten (10) full-time employees that has a value of at least \$100,000. A Professional, following review of Texas Government Code Chapter 2274 (SB13

Version), hereby verifies that Professional: 1) does not boycott energy companies; and 2) will not boycott energy companies during the term of the contract.

(C) Pursuant to Texas Government Code Section 2274.002, as added by Acts of the 87th Legislature as Senate Bill 19 (SB19), this section only applies to a contract between the City and a Professional with at least ten (10) full-time employees that has a value of at least \$100,000. Professional, following review of Texas Government Code Chapter 2274 (SB19 Version), hereby verifies that Professional: 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED on this the _____ day of _____, 20_____.

CITY:

PROFESSIONAL:

By: _____
Name: Ryan D. Haverlah
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY

PROFESSIONAL

City of Copperas Cove
914 S. Main Street
Copperas Cove, TX 76522
Ph: (254) 547-4221

with a copy to:

City Attorney
City of Copperas Cove, Texas