

### RFP 2023 - Disaster Debris Monitoring

### **Request for Proposal for**

## Prepositioned Contracts for Disaster Debris Monitoring and Consulting Services

For Jasper County, Texas

Questions Due: Friday, November 10, 2023, at 12 p.m. (Noon)

Proposal Due Date: Thursday, November 16, 2023, at 10:00 a.m.

Jasper County Auditor's Office Attn: Melissa Smith - Auditor 150 North Austin Jasper, Texas 75951

#### SOLICITATION SUMMARY

#### 1 GENERAL DESCRIPTION

Jasper County, Texas ("County") is seeking proposals for pre-positioned contracts for disaster debris monitoring and consulting services. It is the intent of the County to award contracts to a Primary and a Secondary Contractor for these services to ensure adequate resources at the time of an event. Jasper County is procuring this service for a single contract with the selected Contractors to cover Jasper County, Texas.

Contractors are advised that the Contracts with Jasper County, Texas, may be used to assist other jurisdictions within Jasper County, Texas, through a Mutual Aid Agreement.

#### 2 SCHEDULE OF EVENTS

Please find below a Schedule of Events for this solicitation. The County reserves the right to revise the Schedule of Events if such revision is deemed to be in the best interest of the County.

RFP Release Date:..... November 2, 2023

RFP Advertise Dates ....... November 2,2023, and November 9, 2023

Deadline for Questions: ..... November 10, 2023, at Noon (12 p.m.) (Central Time)

Proposal Due Date and Time: November 16, 2023, at 10 a.m. (Central Time)

Commissioners Court Date: November 20, 2023

#### 3 CONTRACT TERM

Three (3)-year period with options to renew for two (2) additional one (1)-year periods.

Selected Respondents will be awarded a three-year contract, hereinafter referred to as "Contract." County, at its discretion and upon mutual consent of all parties involved, may choose to extend the Contract for an additional two one (1) year period. All prices, terms, and conditions must remain firm during the duration of the Contract and any extensions. The services provided will be paid for from the appropriate fiscal year funds provided by the County. Contracts are subject to availability of funds from the County. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of the County, and the State of Texas.

#### 4 APPLICABLE LAWS

This solicitation is being conducted in accordance with the Texas Local Government Code Title 8, Subtitle A, Chapter 252.

This solicitation is being conducted in accordance with 2 C.F.R. Procurement Standards.

#### 5 REQUEST FOR PROPOSAL DOCUMENT

This RFP will be advertised in the Jasper Newsboy and Beaumont Enterprise newspaper, which will direct respondents to the Jasper County, Texas website at <a href="www.co.Jasper.tx.us">www.co.Jasper.tx.us</a> for a copy of the RFP. Questions regarding the RFP may be submitted by email to the RFP Coordinator, Billy Ted Smith at <a href="mailto:billy.smith@co.jasper.tx.us">billy.smith@co.jasper.tx.us</a> no later than Friday, November 10, 2023, at 12:00 pm (noon).

#### **6 INSURANCE REQUIREMENTS**

Before a contract can be executed, the successful respondent shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" section of the Special Provisions contained within this solicitation document. Respondents and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with the County. An insurance affidavit is included in this solicitation to verify the respondent and its insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded.

# IMPORTANT REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the respondent/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service. If this label is not used, it is the respondent's responsibility to ensure this information is written on the outside of the delivery package. Bids or proposals received by Jasper County, Texas that do not have the information requested below displayed on the outside of their bid or proposal may be rejected.

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JASPER COUNTY, TEXAS BID / PROPOSAL SUBMITTAL LABEL		
Bid / Proposal Name: RFP 2023 – Disaster Debris Monitoring		
Due Date and Time: November 16, 2023, at 10 a.m.		
Company Name:		
Contact Name:		
Company Address:		
Talanhona Number:		

### NO BID/PROPOSAL INFORMATION FORM

SOLICITATION TITLE: RFP 2023 – DISASTER DEBRIS MONITORING

If your firm elects not to submit a proposal, please complete, and email this form to:

#### Mellissa Smith - Auditor Jasper County, Texas

Email: mellissa.smith @co.Jasper.tx.us

Plea	Please check all that apply:		
	Do not sell the item(s) or services required		
	Cannot be competitive.		
	Cannot meet the specifications or qualifications described in the attached RFP		
	Cannot provide insurance required.		
	Cannot provide bonding required.		
	Cannot comply with indemnification requirements		
	Job too large.		
	Job too small		
	Do not wish to do business with the County.		
	Company's current workload does not allow for additional work.		
	Other reason:		
Company Name:			
Authorized Officer or Agent:			
Tele	phone: Facsimile Number:		
Ema	il:		

Jasper County, Texas is soliciting proposals for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES.

Respondent must provide eleven (11) copies of their proposal: (1) original and nine (9) copies, and one (1) electronic copy on a USB thumb drive. Proposals must be received in the Auditor's Office on or before Thursday, November 16, 2023, at 10 a.m. Proposals are to be delivered to:

Jasper County, Texas ATTN: Mellissa Smith – Auditor 150 North Austin Jasper, Texas 75951

All proposals, including a "NO BID", are due in the Auditor's Office by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Title, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and hour set for RFP opening will not be accepted. Respondent will be notified and will advise the County as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If proposals are sent by mail to the Auditor's Office, the Respondent shall be responsible for actual delivery of the proposal package to the Auditor's Office before the date and hour set for RFP opening. If mail is delayed either in the postal service or in the internal mail system of Jasper County, Texas beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of Jasper County, Texas and may not be amended, altered, or withdrawn.

Jasper County, Texas is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation by County officials or employees regarding the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the RFP should be directed in writing, via email to: Stephanie Dale, at stephanie.dale@co.Jasper.tx.us.

Upon release of the RFP and during the proposal process, Contractors, and their employees of related companies, as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County's employees, department heads and/or elected officials. Such contact will result in the Contractor being <u>disqualified</u>. The disqualification of a Contractor will result in debarment for a period of thirteen (13) months, during this period the Contractor will not be able to bid on contracts or do business with County. All contact must be coordinated through Mellissa Smith – Auditor with the Jasper County Auditor's Office for the procurement of these.

#### services.

<u>All documents relating to this RFP</u> including but not limited to, the RFP document, questions and their answers, addenda and special notices will be posted on the Jasper County, Texas website and will be available for download by interested parties. It is the Respondent's sole responsibility to review the Bid Notices and Proposals Page of the Jasper County, Texas website www.co.Jasper.tx.us often to retrieve all document updates prior to the RFP due date.

The deadline for receipt of all questions is 12 p.m. (Noon), Central Time, November 10, 2023. After the question deadline, all questions and their answers will be posted on the County website and will be available for download by interested parties after the deadline for questions.

Proposal Response Forms must be complete and included in your response. Forms that have been retyped or altered may result in rejection of proposal. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated therein, services will be provided according to the specifications at no additional charge.

This RFP is issued in compliance with the Texas Purchasing Act, Section 252.049. The Jasper Commissioners Court reserves the right to reject in whole or in part any or all proposals, or to accept the proposal deemed to serve the best interests of the County and reserves the right to negotiate any final contracts which may result from a successful proposal.

In consideration of the requirements found in 2 CFR 200 related to procurement of contracts for small businesses, and minority and women-owned businesses, the County asserts it has complied with the aforementioned requirements by doing the following: (1) placing small and minority businesses and women's business enterprises on solicitation lists, (2) soliciting such businesses whenever they are potential sources, (3) divided total requirements, when economically feasible, into smaller tasks or quantities to encourage participation by small and minority businesses and women's business enterprises, (4) established delivery schedules to encourage participation by small and minority businesses and women's business enterprises, (5) used the assistance, if and when appropriate, of organizations such as the Small Business Administration and the Minority Business Agency of the Department of Commerce, and (6) will require the selected contractors, if subcontractors are anticipated or let, to take the aforementioned affirmative steps.

According to 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

It is the Respondent's sole responsibility to review all pages of the RFP document, attachments, questions and their answers, addenda, and special notices. The Proposal Signature Form must be signed. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION." and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Jasper

County, Texas will make every *effort* to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 252.049.

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Jasper County, Texas is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such in the event the County receives a request for a copy of the contractor's proposal. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Jasper County, Texas cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Jasper County, Texas from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of a contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

<u>Continuing non-performance</u> of the Contractor in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. The contractor will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days' notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions

or conditions not called for, or irregularities of any kind. However, Jasper County, Texas reserves the right to waive any irregularities and to make an award in the best interest of the County.

Jasper County, Texas reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the followingspecific reasons:

- 1. Proposals received after the time limit for receiving proposals.
- 2. Proposals containing any irregularities.
- 3. Unbalanced value of any items.

Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:

- 1. Reason for believing collusion exists among the Respondents.
- 2. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated.
- 3. The Respondent being interested in any litigation against the County.
- 4. The Respondent being in arrears on any existing contract or having defaulted on a previous contract.
- 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- 6. Uncompleted work which in the judgment of the County will prevent or hinder the prompt completion of additional work, if awarded.
- 7. Respondent shall not owe delinquent property tax in Jasper County, Texas.

Due care and diligence have been used in the preparation of this information, and it is believed to be correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Jasper County, Texas and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

Successful Respondents awarded a contract may not assign their rights and duties under an award without the written consent of the County. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

#### SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 1. <u>Contract Terms</u>: Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by the Jasper County, Texas. At County's option and approval by the Contractor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. <u>Prices must remain firm for the entire contract.</u>
- **Renewal Options:** Jasper County, Texas reserves the right to exercise an option to renew the contract of the Contractor for two (2) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Contractor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Contractor in complete form within the time specified, the County will rescind its option and seek a new solicitation.

#### 3. Minimum Insurance Requirements:

- **A.** The Contractor shall take out, pay for, and maintain at all times during the duration of the contract the following forms of insurance, with carriers acceptable to and <u>approved by</u> Jasper County, Texas.
  - 1) Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury \$500,000 per occurrence \$1,000,000 aggregate
    - b. Property Damage\$500,000 per occurrence\$1,000,000 aggregate
  - 2) Professional Liability appropriate for performance of position \$500,000 per occurrence and in the aggregate
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- C. Required Provisions:
  - 1) Proof of Carriage of Insurance All certificates of insurance will be required in duplicate and filed with the Jasper County Auditor's Office.
  - 2) All contractors must provide Jasper County, Texas with an unconditional thirty-day written notice prior to the cancellation of, or change in, insurance coverage.
  - 3) As to all applicable coverage, certificates shall name Jasper County, Texas and its officers, employees, and elected representatives as an additional insured.

- 4) All copies of the certificates of insurance shall reference the project name and RFP name for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against Jasper County, Texas, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this contract has the required insurance coverage(s) and supplies Jasper County, Texas with the proper documents verifying the coverage.
- Any Contractor who is awarded the contract under this RFP, and who anticipates the use of or employs subcontractors, is hereby requirement to fully and completely comply with the procurement requirements of 2 CFR 200 related to the solicitation of small and minority-owned businesses and women's business enterprises.

#### 4. BOND REQUIREMENTS

#### A. Power of Attorney

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

#### B. Payment Bond and Performance Bond shall be as follows:

The Contractor shall provide and execute the required Performance and Payment Bonds and include proof of bonding in their proposal.

For a contract more than \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Jasper County, Texas.

For a contract more than \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project. The cost of bond premiums must be included in the Proposed Price.

Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas. The Performance Bond must cover 100% of the contract amount.

#### I. PROJECT DESCRIPTION

#### A. PURPOSE

- 1. This Request for Proposal (RFP) invites responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services in Jasper County, Texas, immediately after a tornado, flood, hurricane or other natural or man-made disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced contractor who is capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The County intends to enter a pre-positioned primary and secondary contract with contractors who may utilize both local and non-local resources to provide services in the event of activation by the County following a tornado, flood, hurricane or other natural or man-made disaster. The selected Contractors will be expected to have an initial management team mobilized to Jasper County, Texas within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Jasper County, Texas area within 48 hours of receipt of the Notice to Proceed. The County reserves the right to enter into contracts with more than one contractor in the event the primary contractor cannot respond or cannot provide all of the necessary services.
- 2. Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Jasper County, Texas. At the option of Jasper County, Texas and approval by the Contractor, the contract may be renewed for two (2) additional one (1) year periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
- 3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

#### B. PROJECT SUMMARY

#### 1. Introduction

- a. The Disaster Debris Monitoring Contract will encompass the areas under the jurisdiction of Jasper County, Texas. The County's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, flood, hurricane or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and rights-of-way throughout the County.
- b. The County has identified the need for one or more Contractors to assist the County in completing debris management operations throughout the County. Contractors will be selected for debris removal and debris hauling. For debris monitoring, the Debris Monitoring Contractor

must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial County payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Debris Monitoring Contractor must also have:

- 1) an established management teams.
- 2) an established network of resources to provide the necessary equipment and personnel.
- 3) comprehensive workforce management, operations, and safety plans; and
- 4) demonstrable experience in major disaster recovery cleanup projects.
- c. The County anticipates a certain level of initial work to establish the procedures for integrating the work into the County's continuing disaster recovery planning. The County anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident- specific basis with anticipated costs identified by a joint County / Contractor team as part of the initial planning. In addition, the Contractors selected for the project will be required to participate in certain County disaster preparedness and recovery meetings and exercises at no additional cost to the County.

#### 2. Planning Standard for Disaster Debris Monitoring and Consulting Services

The County has selected a hurricane that impacts the entire County causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 500,000 cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume. The County's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

#### 3. **Disaster Debris Monitoring Requirements**

Planning for post-disaster cleanup operations is a function of the Jasper County, Texas Office of Emergency Management. The debris management operations will be carried out under the cognizance of the Office of Emergency Management. The County has pre-contracted with Contractors for debris removal operations. That Contractors will also be responsible, under certain conditions, for removal of hazardous, and toxic *I* hazardous waste- associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. Contractors are responsible for:

- a. clearing roadways.
- b. removing debris and certain waste from roadways, public right-of-ways, and public property.

- c. operating temporary debris staging and reduction sites.
- d. volumetric reduction of debris, and ultimate disposal of debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way as directed. This will allow citizens to return to their properties and bring materials to the right-ofways as recovery progresses. The County will prescribe the specific procedures to be followed ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the County's disaster recovery program. The Debris Monitoring Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's professionally trained and equipped removal team. The County will pre-designate Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The County will also help to identify the landfills that will be used for disposal of storm generated debris. The Contractor will be expected to provide debris monitoring services at each TDSRS and landfill as well as in the field during clearing, loading, and hauling operations. The Contractor will be responsible for monitoring all the Debris Removal / Hauling activities during the course of the recovery/cleanup period.

#### 4. Contract Activation

The Contractor holding the Disaster Debris Monitoring and Consulting Contract will serve as a general contractor for the purpose of the specified services and will be able to use their own and subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, Jasper County, Texas will contact the firm(s) holding the Disaster Debris Monitoring and Consulting Contract(s) to advise them of the County's intent to activate the contract(s). The Contractor shall provide and execute the required Performance and Payment Bonds and include proof of bonding in their proposal, and must have a management team in place in Jasper County, Texas to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work, within 24 hours of receiving a written notice to proceed. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

#### II. STATEMENT OF WORK

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description should be construed to limit the potential scope of work to this description or to require that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential contractor may address in a response to this Request for Proposals. Respondents should address all services which, based on their experience, are deemed necessary to achieving the County's debris management goals.

#### A. GENERAL STATEMENT OF MONITORING WORK

- 1. The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Jasper County, Texas, and Cities. Specifically, the Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:
  - · County streets, roads, and right-of-ways.
  - Public property and facilities.
  - Any other public site as may be directed by the Office of Emergency Management; and
  - Private property when necessary to protect the public (life safety) or to facilitate completion of required work if entry onto private property is specifically authorized in writing by the Office of Emergency Management. If approved by the Jasper County Office of Emergency Management, Contractors must first obtain "right-of-entry" from property owner and provide documentation to Jasper County Office of Emergency Management.
- 2. The Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal Contractor relative to streets, roads, and right-of-ways of County, unless otherwise directed by the Office of Emergency Management. Contractor is advised that the contract with Jasper County, Texas, may be used to assist other jurisdictions within Jasper County, Texas, through a Mutual Aid Agreement.
- 3. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.
- 4 The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provides the greatest economy of operations and cost to the County and Cities. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property and right-of-ways, as described above, and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies, and other resources necessary to conduct the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.), State of Texas, and local government documentation requirements and procedures and be prepared to assist the County in compiling and managing information and data necessary for those purposes. Prior to initiating work, the Contractor shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

5. When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management/Monitoring Contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of subcontractor(s) and a general equipment/personnel inventory will suffice. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling Contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be ensured through communications with the Office of Emergency Management, its authorized representatives, or other County personnel when so authorized by the County. To the extent authorized by Jasper County, Texas Office of Emergency Management, the Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling Contractor when necessary to achieve effective and efficient integration of forces. The Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Jasper County Office of Emergency Management. upon issuance of the notification to proceed. The Contractor shall be prepared to advise Jasper County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal, State, and local agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

#### III. RFP RESPONSE REQUIREMENTS

Contractors interested in providing Disaster Debris Monitoring and Consulting services must submit one (1) original, ten (10) copies, and one (1) electronic copy on a USB thumb drive of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

#### A. LETTER OF TRANSMITTAL AND AFFIDAVIT

Each proposal must be accompanied by a Letter of Transmittal signed by an authorized representative of the Respondent. The letter must:

- 1. Identify the project by name as "RFP 2023- Disaster Debris Monitoring".
- 2. Include the following information:
  - a. Name of firm or individual.
  - b. Permanent main office address, email, telephone number and fax number.
  - c. Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) business enterprise, state the nature of that classification.
  - d. If a corporation, where incorporated.
  - e. How many years the firm has been engaged in business under the

- present name.
- f. General types of work performed by the firm.
- g. Contracts currently on hand or in effect.
- h. Please answer questions and submit requested documentation:
  - 1) Have you ever failed to complete any work awarded to you? If so, explain.
  - 2) Have you ever defaulted on a contract? If so, explain.
  - 3) Provide confirmation of the financial stability of the business entity. County reserves the right to request additional proof of financial stability, including audited financial statements after proposals are received and reviewed.
  - 4) Submit updated resumes for key personnel to include name, driver license number, and home address.
  - 5) Will you, upon request, furnish documentation to support the information in your response to the RFP?
- 3. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- 4. Be signed by an individual, identified by name and title, authorized to represent the Respondent in this matter.
- 5. Identify the names, titles, telephone, and fax numbers and emails of individuals who are available to be contacted by the Jasper County, Texas Auditor's Office concerning the submittal and for additional information.

#### IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.

Provide evidence and statements of compliance/intent in the form of written documentation that the Contractor can enter into a contract with the County by satisfying the Mandatory Qualification and Contracting Requirements that follow:

#### A. QUALIFICATION REQUIREMENTS

- 1. Contractor must have specific experience providing the specified services following a natural disaster. Provide a statement of compliance.
- 2. Contractors must not be prohibited from doing business with any governmental entity for any reason. Provide a statement of compliance.
- 3. The contractor must not be operating under Chapter 11 or any other financial restraints that would preclude its ability to enter equipment leasing or rental arrangements. Provide a statement of compliance.

#### B. CONTRACTING REQUIREMENTS

- Successful Respondent must, upon award of a contract, secure a Performance and Payment Bond for the full term of the contract. Upon contract activation, Payment and Performance Bonds are required to be filed with the Commissioner's Court prior to the starting of a project. See Bond Requirements in Special Conditions.
- 2. Contractor must perform as an independent contractor and, as such, must have

- and maintain complete control over all its employees and operations. Provide a statement of intent.
- 3. Contractor must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

#### C. INSURANCE REQUIREMENTS

- 1. The contractor must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. See Insurance Requirements in Special Conditions.
- 2. Contractor must not begin any work under the contract until it has obtained all required insurance and provided the County Auditor with the related certificates and endorsements. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained. The Contractor may provide insurance coverage for all his subcontractors, at Contractor's cost. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Contractor must provide the insurance listed below and document required coverage with certificates of insurance.

#### D. USE OF SUBCONTRACTORS

- 1. Contractors may use subcontractors for this project. Contractors must list subcontractors proposed for this project and their respective duties.
- 2. No subcontractor may provide services unless the County consents. The Contractor shall be responsible for completing all contract work even if a subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the Contractor, unless Contractor provides such coverage for its subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for the County Auditor's review upon request. Provide a statement of compliance.

#### V. PROJECT REQUIREMENTS

Provide detailed information on Contractor's ability to satisfy the project requirements.

#### A. EXPERIENCE:

- 1. Describe Contractor's overall experience performing large-scale debris removal monitoring and work similar to this project.
- 2. Describe Contractor's experience during the last 5 years performing large-scale projects or other work similar to this project. The Contractor must identify similar projects that it successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point

- of contact for reference purposes.
- 3. Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.
- 4. If the Contractor intends to use subcontractors to assist in the work, the Contractor shall also identify similar work successfully completed by the subcontractors.
- 5. Document Contractor's ability to provide appropriate training for personnel that will be employed for work under this project.

#### B. GENERAL PROJECT REQUIREMENTS

Respondents must acknowledge these basic requirements and base responses to this RFP on these general specifications.

- Jasper County, Texas intends to engage a contractor to assist the County with monitoring the work of the Debris Removal Contractor in the field, at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal Contractor and its subcontractors during the removal and hauling of debris/waste from public access roads, rights-of• way and public property; during handling and processing at TDSRS locations; and at disposal sites. Monitors will be assigned to debris loading areas, TDSRS locations and disposal sites. In addition, roving monitors will be assigned to help verify that the County's debris management plan and contracts are effectively and efficiently executed.
- 2. Jasper County Office of Emergency Management will provide overall coordination of recovery operations. The Emergency Management Coordinator will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the County Emergency Management Coordinator and also assist County staff in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
  - a. Development of a Monitoring Plan.
  - b. Truck and trailer measurement, certification, marking and tracking.
  - c. Equipment registry and tracking.
  - d. Debris/waste management workforce registry and tracking.
  - e. Field monitoring.
  - f. Debris management tracking.
  - g. Trip ticket management.
  - Data administration.
  - i. Invoice reconciliation.
  - j. QA/QC program management.
  - k. Complaint resolution.
  - I. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations.
  - m. All monitoring workforce requirements, including but not limited to staffing,

- training, equipment, safety training and enforcement, mobilization, transportation, and logistic support.
- n. Site Safety Plan preparation and maintenance.
- o. Compliance with all applicable Federal, State, and local rules relative to the monitoring operations.
- p. Preparation of documentation to support Federal cost reimbursement processes.
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable based on the Contractor's experience when authorized by the County Emergency Management Coordinator.

#### C. PROJECT APPROACH

- 1. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.
- Provide a general description of how the Contractor intends to approach the work.
   That description must include a statement of the requirements as Contractor perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the County must be fully explained.
- 3. Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
- 4. Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

#### D. WORKFORCE INFORMATION

- 1. Contractor(s) are encouraged to review the Jasper County Texas Pre-Positioned Disaster Debris Removal, Reduction, and Disposal Contract to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
- 2. Contractor must acknowledge these workforce planning standards and must demonstrate its ability to satisfy these requirements:
  - a. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimumforces necessary to:
    - 1) Establish and staff a monitoring workforce management center in the vicinity of a Jasper County, Texas government office designated by the County at the time of notification.
    - 2) Implement a debris/waste contractor equipment and workforce registration and tracking program.
  - b. Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
    - 1) Monitor a minimum of 12 debris loading sites.

- 2) Monitor operations at TDSRS locations.
- 3) Monitor dumping operations at disposal sites.
- 4) Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.
- c. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris contractors. At the discretion of the County Emergency Management Coordinator, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how it will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet County needs.
- d. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state, and local occupational health and safety requirements.
- e. The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contractor's Management Center. The Contractor shall also provide all required logistical support for the personnel it engages, including lodging, meals, and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support of the Contractor's operations and resolving conflicts within the scope of or in any way associated with those operations.
- f. The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support its workforce.
- g. Upon activation of the contract, the Contractor shall immediately contact the County Emergency Management Coordinator to coordinate workforce assignments. It is anticipated that the County's debris removal contractor will establish debris management zones within the County and the Contractor will be expected to assign monitors in a manner consistent with the debris removal operations.
- 3. Respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
  - a. Summary of the Respondent's personnel that will be dedicated to the project, including:
    - 1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
    - 2) The names of and resumes for all members of the Project

- Management Team.
- 3) The name of the Respondent's claims representative.
- b. List of the subcontractors with whom the Respondent has agreements for post-disaster support.

#### E. CAPABILITY, CAPACITY, AND AVAILABILITY.

- Describe how Contractor intends to maintain its capability, capacity, and availability of forces to respond if activated by the County following a tornado/flood/hurricane or other natural hazard or man-made disaster. Knowing that the Contractor may have similar contracts in other geographic areas, describe how Contractor will satisfy all contractual obligations for Jasper County, Texas simultaneously with other obligations.
  - Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
  - Identify the engineering and technical staff who will be working on each project and include responsibility (project engineer, Contractor, etc.) and designation of primary contact for County staff.
- 2. Describe how Contractor intends to complete the project in the timeframe desired by the County. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.
- 3. What contracts do you have in Southeast Texas and resources that can be mobilized from other areas for support?

#### F. DESCRIPTION OF MONITORING SERVICES

- 1. Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II of this RFP. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed contract and/or achieving the County's stated goals with respect to debris monitoring/management operations following a disaster.
- 2. The description of services must, at a minimum, include the following:
  - a. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the County's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
    - 1) Scope and sequence of monitoring operations to be performed.
    - 2) Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites.

- 3) Methodology for monitoring the collection, tracking, and disposal of disaster related materials.
- 4) Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring, and accounting for the resources to be employed.
- 5) Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified, and an organization developed to ensure that all project requirements are satisfied.
- 6) County encourages Contractor to utilize and furnish an automated/electronic (paperless) debris tracking system and a paper debris tracking system, which shall be of a type that consists of one.

  (1) original and four (4) carbon copy duplicates.
- 7) The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs and reports provided to County. Contractors must keep monitoring expenses for debris monitored from each jurisdiction separate in logs and reports provided to County.
- b. A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
  - 1) Debris Removal and Hauling Contractor workforce and equipment registration and tracking.
  - 2) Equipment identification in the field
  - 3) Truck certification, registration, and marking.
  - 4) Document management and controls, including Load Tickets and reports.
  - 5) Data collection
  - 6) Data assimilation/integration
  - 7) Employment of GIS mapping, use of GPS, and other means of documenting
  - 8) Communications with Debris Removal Contractor workforce
  - 9) Assembling the data necessary to prepare the Status Reports described below.
  - 10) Database management
  - 11) Quality Assurance (QA) for Loading Site Monitors
  - 12) Quality Assurance for TDSRS Operations Monitors
  - 13) Quality Assurance for Landfill Operations Monitors
  - 14) Complaint tracking and resolution.
  - 15) Monitoring workforce health and safety training and compliance monitoring
- c. A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including:
  - 1) Morning summaries from the Debris Removal Contractor

#### addressing:

- Number of crews and types and quantities equipment to be deployed that day.
- Areas where crews and equipment will be assigned.
- Status of TDSRS operations, including volumetric reduction methods to be employed.
- Changes in operational status or problems encountered since the previous report.
- Numbers of monitoring crews to be dispatched and locations where crews will be assigned.
- 2) Evening summaries addressing:
  - Overall status of debris removal operations
  - Number of crews and types and quantities of equipment employed that day.
  - Issues or problems affecting field operations.
  - Complaint referrals
  - Damage referrals or updates
  - Monitoring issues
  - TDSRS issues
  - Overall status of geographic area
  - Numbers of monitoring crews deployed and locations where crews were assigned.
- 3) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
  - Contractor
  - Other forces
  - TDSRS
  - Community drop-off site
  - Disposal site
  - Locations where debris/waste was collected (or 100% cleared)
  - GIS based maps indicate the overall status of debris/waste removal operations.
- 4) Daily reconciliation of Debris Removal and Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
  - Review invoice and backup with Debris Removal Contractor
  - Reconcile invoice with database records.
  - Provide reviewed and approved invoice to County Auditor for payment.

#### G. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the County. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and that such devices will be made available for the County's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated tracking system.

The Contractor must track debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs and reports provided to County. Contractors must keep monitoring expenses for debris monitored from each jurisdiction separate in logs and reports provided to County.

#### H. EXCEPTIONS TO RFP REQUIREMENTS

Respondents must fully explain any exceptions taken to the requirements of this RFP, including why any of the specified information was not included or why such information should not be considered in selecting a Contractor for the project.

#### I. OPTIONAL ADDITIONAL INFORMATION

1. Respondents may provide relevant information in addition to the material and information specified in this RFP, to the extent that such information bears directly on the subject of this RFP.

#### VI. EVALUATION OF RESPONSES

#### A. EVALUATION PROCESS

- Contractors will be evaluated for this project solely on the basis of the information submitted in response to the RFP. The County will use a two-step evaluation process to identify the Best Qualified Respondents.
  - a. Step I. Respondents must demonstrate that they satisfy the mandatory qualification and contracting criteria and project requirements by submitting the information specified in this RFP. All Respondents will be screened for compliance with the mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
  - b. Step II. Respondents will be evaluated on the basis of the technical and project performance information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category:

1)	Contractor Experience	30 Points
2)	Project Approach	10 Points
3)	Capability, Capacity and Availability	15 Points
4)	Other Supporting Information	10 Points
	<ul> <li>Resource availability, including all resources</li> </ul>	
	<ul> <li>Number of Contracts in place</li> </ul>	
5)	Pricing	30 Points
6)	Certified MBE/WBE Firm	5 Points

TOTAL 100 Points

- c. The total points assigned for each proposal will be the basis for identifying and selecting the best qualified Respondent(s).
- d. Submission of a response to this RFP implies Respondent's acceptance of the evaluation technique and that subjective judgment must be made by County during the assigning of points.
- e. The objective is to enter into a contract with the best qualified Respondent(s) at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.
- f. The method of pricing evaluation is based on pricing/rates for items 1 through 19 in the Bid Pricing Form in the RFP. Pricing/rates listed in items 20 and 21 of the Bid Pricing Form in the RFP may also be considered as a way of evaluating capabilities.
- g. The County reserves the right to deny qualification to any Respondent that, in the opinion of the County, does not satisfy the mandatory prequalification criteria or is not capable of satisfying the project requirements. The County may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the County's opinion, seems most advantageous to the County and in the best interest of the County.

#### VII. PRELIMINARY SPECIFICATIONS

#### A. GENERAL

The following preliminary specifications have been developed by Jasper County, Texas for monitoring of disaster- related debris and waste management operations carried out by the County's designated Debris Removal Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Debris Monitoring Contractor has been selected.

#### B. LOADING SITE MONITORING SERVICES

- Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying o u t all provisions of this contract without specific additional direction from Jasper County, Texas. The following minimum conditions apply:
  - a. Contractor shall, within 48 hours, be prepared to provide qualified on-site

personnel to monitor debris removal operations at debris loading sites located throughout Jasper County, Texas. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 to14 hours per day, 7 days per week. The exact number and location of loading sites will be determined by the County Emergency Management Coordinator in coordination with the Debris Removal Contractor.

- b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the Debris Removal Contractor and coordinated with Jasper County Office of Emergency Management the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by the Contractor. Monitors will be fully accountable for all Load Tickets issued to them.
- c. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within Jasper County, Texas, and Cities.
- d. Contractors must be prepared to provide Loading Site Monitors at each site per day at a minimum of 12-to-14-hour shifts. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- e. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- f. All Loading Site Monitors must have experience in at least one of the following:
  - Entry level engineer
  - Solid waste site operations
  - Construction inspector
  - Land clearing operations
  - Entry level surveyor
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- g. Contractors must provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Contractor will be required to provide adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.
- h. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feethigh.

#### C. TDSRS / DISPOSAL SITE MONITORING SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying out all provisions of this contract without specific additional direction from Jasper County, Texas. The following minimum conditions apply:
  - a. The Debris Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDSRSs or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
  - b. Contractors shall provide a minimum of two (2) Disposal Site Monitors per TDSRS or disposal site per day for a minimum of a 12-to-14-hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
  - c. Contractor shall provide Disposal Site Monitors with transportation to and from the TDSRS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
  - d. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
  - e. Monitors must be a minimum of 18 years of age and have a valid driver's license issued in the United States.
  - f. Monitors must have experience in at least one of the following job categories:
    - Entry-level engineer
    - Construction inspector
    - Entry level surveyor
    - · Solid waste site operations
    - Land clearing operations
    - Solid waste collections
       Previous similar monitoring or inspection experience
  - g. Contractors must provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Contractor will be required to provide adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### D. ROVING DEBRIS MONITOR SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying out all provisions of this contract without specific additional direction from Jasper County, Texas. The following minimum conditions apply:
  - a. The function of the Roving Debris Monitors is to verify that:
    - All eligible debris is being removed from designated public rights-of-way

and public property within designated debris zones in Jasper County.

- · Ineligible debris is not being picked up.
- Debris Removal Contractors perform their assigned work in a manner consistent with the terms of their contract with the County.
- b. Contractors shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week, consistent with the County's established work schedule for the Debris Monitoring Contractor.
- c. Contractors must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- d. All Roving Debris Monitors must speak English, be a minimum of 18 years of age and have a valid driver's license issued in the United States.
- e. All monitors must have experience in at least one of the following:
  - Entry level engineer
  - Construction inspector
  - Entry level surveyor
  - Solid waste site operations
  - · Land clearing operations
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- f. Contractors must provide training to all employees concerning safety, eligibility for reimbursement, and disaster-specific information. The Contractor will be required to provide adequate training for locally hired staff at no expense to County. All Contractor employees must be able to effectively communicate to a level appropriate to their responsibilities.
- g. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the Debris Removal Contractor.
- h. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

#### E. DEBRIS MANAGEMENT CONSULTING SERVICES

1. The Contractor shall provide an experienced professional to assist Jasper County, Texas in overseeing debris management operations, including but not limited to clearing, loading, hauling, reduction, TDSRS / Landfill operations, and other related activities. The Contractor must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, local and state debris management regulations and guidelines, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.

- 2. The Contractor will work directly with the County Emergency Management Coordinator or as otherwise directed by that official. The Contractor shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
- 3. The Contractor shall be available on site at the Jasper County Office of Emergency Management for a minimum of two (2) weeks following mobilization. The County Emergency Management Coordinator will establish the service requirements and length of time those services are needed based on needs of the County.

#### F. OPERATIONAL REQUIREMENTS

- 1. The Contractor will oversee documentation of the equipment and other resources provided by the County's Debris Removal Contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
  - Assign a unique number to each truck, trailer, or other piece of equipment.
  - Photograph each piece of equipment.
  - Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity.
  - Identify the owner/operator of the equipment.
  - Ensure that each piece of equipment is clearly labeled on both sides with the name
    of the contractor and, if appropriate, the subcontractor; the owner or operator, as
    appropriate, the equipment number assigned; and, for trucks and trailers, the full load
    capacity as calculated
  - Document all results in a searchable digital database.
  - Provide for continuous monitoring and updating as equipment is placed into or removed from service.
  - Provide daily reports to the County Emergency Management Coordinator on the types and numbers of equipment in use.
- 2. The Contractor will assist the County in managing a Load Ticket Program to document the *volume* of debris loaded and transported to a TDSRS or landfill site. Each load of eligible debris shall be tracked using an electronic system load ticket and a paper 5-part load ticket, consisting of one (1) original and four (4) carbon copies, to be provided by the Debris Monitoring Contractor.
- 3. Operational Requirements of Roving Debris Monitor(s)
  - The Roving Debris Monitors will provide general oversight of debris removal and disposal operations by the County's Debris Removal Contractor.
  - The Roving Debris Monitors will be the "eyes and ears" in the field for the County Emergency Management Coordinator.
  - Therefore, their observations and reports must be backed up with photographs and *video* wherever necessary to demonstrate the contractor's performance.
  - The Roving Debris Monitors are expected to make multiple visits to all loading sites and TDSRS/Landfill sites on a continuing although random basis.

#### G. REPORTING

- 1. The Loading Site Monitors shall also maintain a log that contains the following information:
  - a. Debris loading site location.
  - b. Loading Site Monitors' Name
  - c. Supervisor's Name
  - d. Number of Load Tickets issued duringthe shift.
  - e. Starting load ticket number
  - f. Ending load ticket number
  - g. Any problems encounteredor anticipated.
- 2. Loading Site Monitors shall submit their copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Jasper County Office of Emergency Management not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris removal operations. The format and content of the daily report shall be as specified by the County Emergency Management Coordinator.
- 3. Each Disposal Site Monitor will maintain a log that contains the following information:
  - a. TDSRS or landfill site location
  - b. Debris Management Site Monitors' Name
  - c. Supervisor's Name
  - d. Truck/trailer number and volume of debris hauled into the site.
  - e. Cumulative total of debris delivered to the site during the shift.
  - f. Any problems encounteredor anticipated.
  - 4. Disposal Site Monitors will turn in their copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Jasper County Office of Emergency Management not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County Emergency Management Coordinator.
  - 5. Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep County Emergency Management Coordinator informed of situations that impact the execution of the Debris Removal Contract.
  - 6. The supervisor will collect all written reports and submit them to the County Emergency Management Coordinator by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the County Emergency Management Coordinator.

#### H. SAFETY

- 1. The Contractor shall follow and adhere to all appropriate Federal, state, and local occupational health and safe requirements and guidelines.
- 2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas, or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the contract observe the specified safety procedures.
- 3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the Disaster Debris Monitoring and Consulting Contract. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye, and hearing protection.

#### I. OTHER CONSIDERATIONS

- 1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 2. The Contractor must be duly licensed in accordance with Federal and State statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Jasper County Office of Emergency Management before commencingwork.
- 3. The Contractor shall be responsible for promptly responding to any notices of violations issued because of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County. The County Emergency Management Coordinator shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.
- 4. The Contractor shall be responsible for paying all costs associated with violations of law or regulation relative to the Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on Jasper County, Texas by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
- 5. The Contractor must attend all meetings required by the County Emergency Management Coordinator to evaluate the performance of all monitors or to discuss any open contract issues.
- 6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

#### **VENDOR REFERENCES**

Please list three (3) references, **not including Jasper County, Texas**, who can verify your performance as a contractor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Jasper County, Texas to determine your firm's ability to provide the intended goods or service of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete, or negative responses from the listed references could result in rejection of your proposal.

REFERENCE ONE		
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSON AND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		
SCOPE OF WORK:		
CONTRACT PERIOD:		
REFERENCE TWO		
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSONAND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		
SCOPE OF WORK:		
CONTRACT PERIOD:		
REFERENCE THREE		
GOVERNMENT/COMPANY NAME:		
ADDRESS:		
CONTACT PERSONAND TITLE:		
TELEPHONE NUMBER:		
E-MAIL ADDRESS:		
SCOPE OF WORK:		
CONTRACT DEDICE.		

# PROPOSAL SIGNATURE FORM

The undersigned agrees to this proposal to become the property of Jasper County, Texas after the official submission.

The undersigned affirms firm has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees if this proposal is accepted, to furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the Respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Jasper County, Texas, and that the contents of this proposal have not been communicated to any other Respondent or to any employee of Jasper County, Texas prior to the official submission of this RFP.

The undersigned hereby assigns to purchase all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. *Failure to sign and return this form will result in the rejection of the entire proposal.* 

Signature		X
	Representative	
NAME AND ADDRESS OF COMPANY:		
	Date	Name
	Title	
	Fax No.	
Tel. No		
E-Mail Address:		
AFTER HOURS EMERGENCY CONTACT:		
Name:	Tel. No.	



Did you sign your proposal?

If not, your proposal will be rejected.

COMPANY IS:		
Business included in a corporate income Tax Return?	YESNO	
Corporation organized and existing under the laws of the State of		
Partnership consisting of		
Individual trading as		
Principal offices are in the city of		

# **CERTIFICATION OF ELIGIBILITY**

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, it is not on the Federal Government's list of suspended, ineligible, or debarred contractors (Sam.gov), State of Texas debarment list on the Texas State Comptroller's website, or listed on the Texas State Comptroller's Divestment Statute List.

In the event of placement on the lists between the time of proposal submission and time of award, the Respondent will notify the RFP Coordinator, Mellissa Smith, County Auditor of Jasper County, Texas, by e-mail at <a href="mailto:mellissa.smith@co.jasper.tx.us">mellissa.smith@co.jasper.tx.us</a> Failure to do so may result in terminating this contract for default.

Signature	<u> </u>	
3		

THIS FORM MUST BE SIGNED.

## **EXCEPTIONS, DEFICIENCIES AND DEVIATIONS FORM**

Following is a listing of ALL exceptions, deficiencies, and deviations from the requirements and/or provisions as outlined in this Request for Proposals (RFP). Unless specifically listed here, your response will be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to Jasper County, Texas.
<u> </u>

The Jasper County, Texas Commissioners Court desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Jasper County, Texas has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

The definition and criteria for determining the safety record of a Respondent for this consideration shall be:

If the Respondent in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Respondent for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the Respondent.

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders. judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the Respondent in response to the questions in this Questionnaire reveals that the Respondent has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the Respondent.

In order to obtain proper information from Respondents so that County may consider the safety records of potential contractors prior to awarding bids on County contracts, Jasper County, Texas requires that Respondents answer the following three (3) questions and submit them with their proposals:

#### **QUESTION ONE**

Has the Respondent or anyone acting for OSHA within the past	such firm, corpo	oration, partnership,		,	
Yes	No				

If the Respondent has indicated **Yes** for question number one above, the Respondent must provide Jasper County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of offense.
- 2. Location of establishment inspected.
- 3. Category of offense.
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

#### **QUESTION TWO**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

Yes	Ν	10	)
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If the Respondent has indicated **Y es** for question number two above, the Respondent must provide Jasper County, Texas, with its proposal response, the following information with respect to each such citation.

- Date of offense.
- 2. Location where offense occurred.
- 3. Type of offense.
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

QUESTION THREE
Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years of a criminal offense which resulted in serious bodily injury or death?
YesNo
If the Respondent has indicated <b>Yes</b> for question number three above, the Respondent must provide Jasper County, Texas, with its proposal response, the following information with respect to each such citation.
1. Date of offense.
2. Location where offense occurred.
3. Type of offense.
4. Final disposition of offense, if any; and
5. Penalty assessed.
I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by
me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.
Date:
Signature

Printed Name

Title

#### **ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD**

Pursuant to Sections 252.0435 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Respondents and may determine at its reasonable discretion the disqualification of any Respondent which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include but are not limited to notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

Yes	No

If the Respondent has indicated **Y es** for question number one above, the Respondent must provide Jasper County, Texas, with its proposal response, the following information with respect to each such citation.

- 1. Date of Citation.
- 2. Location of establishment inspected.
- 3. Category of offense.
- 4. Final disposition of offense, if any; and
- 5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire, nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

 Cignoture
Signature
Printed Name
Title

# PLANNING STANDARD FOR DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

The County has selected a hurricane that impacts the entire County causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 500,000 cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume. The County's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

Based on the planning standard above, please complete the following Debris Monitoring and Consulting Firm Bid Pricing Form.

# DEBRIS MONITORING AND CONSULTING FIRM BID PRICING FORM

ITEM NO.	POSITION DESCRIPTION	NO. OF NEEDED PERSONNEL	HOURLY RATE	RATE TOTAL
1.	Project Manager		\$	\$
2.	Operations Manager		\$	\$
3.	Scheduler/Expeditors		\$	\$
4.	GIS Analyst		\$	\$
5.	Field Supervisors		\$	\$
6.	Debris Site/Tower Monitor		\$	\$
7.	Environmental Specialist		\$	\$
8.	Project Inspectors (Citizen Drop-Off Site Monitors)		\$	\$
9.	Field Coordinators (Crew Monitors)  Loading Debris Monitors  Roving Debris Monitors  Loading Site Monitors		\$ \$ \$	\$ \$ \$
10.	Load Ticket Data Entry Clerks (QA/QC)		\$	\$
11.	Billing/Invoice Analyst		\$	\$
12.	Project Coordinators		\$	\$
13.	Residential Monitors		\$	\$
14.	Automated Ticketing Specialist		\$	\$
15.	Aerial Photographer		\$	\$
16.	Data Manager		\$	\$
17.	Safety Manager		\$	\$
18.	Administrative Assistant		\$	\$
19.	FEMA Public Assistance Policy Specialist		\$	\$

ITEM NO.	POSITION DESCRIPTION	NUMBER NEEDED	HOURLY RATE	RATE TOTAL
20.	Other Positions			
			\$	\$
			\$	\$
			\$	\$
21.	Other Fees			
			\$	\$
			\$	\$
			\$	\$

RESPONDENTS MAY <u>NOT</u> MODIFY THE BID PRICING FORM ITEMS 1 THROUGH 19. RESPONDENTS HAVE THE OPTION TO COMPLETE ITEMS 20 AND 21 "RATES/PRICING FOR OTHER POSITIONS AND OTHER FEES FOR ITEMS NOT LISTED IN THE BID PRICING FORM ITEMS 1 THROUGH 19."

# **CONTRACTOR MBE/WBE IDENTIFICATION**

Minority Busine	ess Enterprise (MBE) - The Respondent represents that it:
is,	is not a minority-owned business.
Woman Busine	ess Enterprise (WBE) - The Respondent represents that it:
is,	_is not a woman-owned business.

Contractor MBE/WBE Identification is included in the RFP and must be submitted with the response.

### **CONFILCT OF INTEREST QUESTIONNAIRE (CIQ)**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any contractor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the contractor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the County. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the Contractor represents that it follows the requirements of Chapter 176 of the Texas Local Government Code.

Questionnaire form CIQ is included in the RFP and must be submitted with the response. Please also send a completed CIQ Form to the Jasper County Clerk in Jasper, Texas.

#### **CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

# 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.

### FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity OFFICE USE ONLY 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 Date Received 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 176.008, Local Government Code. An offense under this section is a misdemeanor 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.) Name of local government officer about whom the information is being disclosed. Name of Officer 1 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 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 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

www.ethics.state.tx.us

Form provided by Texas Ethics Commission

Revised 1/1/2021

## **Certification Regarding Lobbying**

**Certification Regarding Lobbying Form**: Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

statement of its certification and discle	_, certifies or affirms the truthfulness and accuracy of each osure, if any. In addition, the Contractor understands and § 3801 et seq., apply to this certification and disclosure, if
Signature of Contractor's Authorized C	official
Printed Name and Title of Contractor's	Authorized Official

Date

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- Identify the status of the covered Federal action.
- Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the
  information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last
  previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure.
   Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB 0348-0048

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application b. initial award c. post-award		Report Type: a. initial filing b. material change	
Name and Address of Reporting E Prime Subawarde Tier, if	e	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if kno Federal Department/Agency:	wn:	7. Federal Prog	onal District, if known: ram Name/Description: f applicable:	
Federal Action Number, if known:		9. Award Amount, if known:		
10. a. Name and Address of Lobb (if individual, last name, first name		b. Individuals F address if differe (last name, firs	,	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Print Name:	Date:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)	

#### Form 1295

**Form 1295:** Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at the time of signed contract submission. Form 1295 is included in this RFP for your information.

CERTIFICATE OF INTE	RESTED PARTIES		FORM 129
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6		6	ICE USE ONLY
Name of business entity filing form, a entity's place of business.	nd the city, state and country of the	business	USFIR
Name of governmental entity or state which the form is being filed.	agency that is a party to the contra	ct for	ng,
Provide the identification number use and provide a description of the servi	ed by the governmental entity or sta ices, goods, or other property to be	provided upon the con	
Name of Interested Party	City, State, Country (place of business)	Nature of Interes	st (check applicable
	· C	Controlling	Intermediary
	, ett.		1
	ny.		
	NAN STILL	- 12	
	8		1
nij	9		
Check only if there is No Intereste	ed Party.		
UNSWORN DECLARATION My name is	, and my o	date of birth is	
· · · · · · · · · · · · · · · · · · ·			
(street)  I decaye under penalty of perjury that the fore	(city) going is true and correct.	(state) (zip co	ode) (country)
Executed in County, S	tate of , on the d	ay of 20_ (month)	(year)
	Signature of author	ized agent of contracting bu (Declarant)	siness entity

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