



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFP**

**RFP NUMBER: 1452A3**

**RFP TITLE: COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

**DATE DUE: May 2, 2017**

**DUE NO LATER THAN 11:00 A.M.**

RFP's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL AND SEVEN (7) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)  
1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345, Brownsville, Texas 78520**

**MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:**

Meeting – **Thursday, March 30, 2017 at 9:00 A.M.**

**PRE PROPOSAL MEETING LOCATION: Cameron County Courthouse (Dancy Bldg.) 2<sup>nd</sup> Floor  
(Commissioners Courtroom) – 1100 East Monroe St, Brownsville, TX.**

**CONTACT PERSON: Mike Forbes at 956-544-0871**

Pre proposal questions must be submitted by: **Friday, March 24, 2017** (fax to 956-550-7219 Mike Forbes or e-mail)

For additional information or to request addendum contact: [Mike Forbes](mailto:Mforbes@co.cameron.tx.us) or [Beverly Findley](mailto:Beverly.Findley@co.cameron.tx.us) at (956) 544-0871, E-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [purchasing@cameroncounty.com](mailto:purchasing@cameroncounty.com). To ask specific questions on project requirements, please call: [Charles Hoskins](tel:9565477000) at (956) 547-7000 E-mail: [Beverly.Findley@co.cameron.tx.us](mailto:Beverly.Findley@co.cameron.tx.us)

**You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.**

Company Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

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

**Is Proposer's principal place of Business within Cameron County? Yes - No**

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Prepared by: GP Strategies Corp., 11000 Broken Land Parkway, Suite 200, Columbia, MD 21044 (850) 238-0611

## **CHECK LIST**

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**  
You should be familiar with all of the Instructions to Proposers.
- Special Requirements**  
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**  
This section contains the detailed description of the product/service sought by the County.

### **Attachments**

- Attachments A, B, C, D, E, F, G, H**  
Be sure to complete these forms and return with packet.
- Bid Guaranty & Performance Bond Information & Requirements**  
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**  
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**  
This requirement is applicable for a building or construction contract.
- Financial Statement**  
When this information is required, you must use this form.

### **Other - Final Reminders to double check before submitting BID/RFP/RFQ**

- Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A, B, C, D, E, F, G, H
- Did you provide the number of copies as required on the cover page?
- Did you visit our website [www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm) for any addendums?

If not interested in submitting proposal, please let us know why by feedback at:  
[www.co.cameron.tx.us/purchasing/feedback.htm](http://www.co.cameron.tx.us/purchasing/feedback.htm)

**REQUEST FOR PROPOSALS  
# 1452A3**

**COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF  
HAZARDOUS WASTE DURING  
POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

i.	REQUEST FOR PROPOSAL INSTRUCTIONS.....	4
ii.	PROPOSAL RESPONSE FORMAT.....	10
iii.	PROJECT AWARD SCHEDULE.....	15
<b>I.</b>	<b>PROJECT DESCRIPTION AND REQUIREMENTS.....</b>	<b>16</b>
1.	PURPOSE.....	16
2.	BACKGROUND.....	17
A.	Introduction.....	17
B.	Planning Standard for Hazardous, Toxic, and Radiological Wastes.....	19
C.	HTRW Removal and Disposal Management.....	19
<b>II.</b>	<b>RESPONSE INFORMATION REQUIRED.....</b>	<b>21</b>
A.	Description of Services.....	21
2.	SCOPE OF WORK.....	22
<b>III.</b>	<b>EVALUATION AND PRICE PROPOSALS.....</b>	<b>23</b>
A.	EVALUATION.....	23
B.	PRICE PROPOSALS.....	24
<b>IV.</b>	<b>ALTERNATIVE PROPOSAL OPPORTUNITY.....</b>	<b>25</b>
<b>V.</b>	<b>GENERAL CONDITIONS.....</b>	<b>26</b>
<b>VI.</b>	<b>CONTRAT PROVISIONS AND SPECIFICATIONS.....</b>	<b>40</b>
<b>EXHIBIT A:</b>	<b>PRICE PROPOSAL.....</b>	<b>54</b>
	PRICE PROPOSAL.....	56
	QUANTITY AND PRICE SHEET.....	57
	<u>ALTERNATE (COMBINED) PRICE PROPOSAL FORM</u> .....	61
<b>EXHIBIT B:</b>	<b>CAMERON COUNTY CONTRACTS.....</b>	<b>71</b>
	Attachment A: References.....	73
	Attachment B: Price Affidavit.....	74
	Attachment C: Residence Certification.....	75
	Attachment D.....	76
	Attachment E.....	77
	Attachment F.....	78
	Attachment G.....	80
	Attachment H.....	82

## **i. REQUEST FOR PROPOSAL INSTRUCTIONS**

By order of Cameron County, Texas, sealed proposals will be received for

### **COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at: [http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

#### **GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

#### **GOVERNING LAW:**

This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H and return all with your RFP.

#### **MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):**

Cameron County encourages and strives towards an ever increasing expansion in opportunities for M/WBE's & HUB's in assisting the County for its Purchasing needs. Cameron County's policy is to increasingly involve qualified M/WBE & HUBs to the greatest extent feasible in the County's procurement process.

Objectives of County HUB Program

- Ongoing increase in procurement opportunities for M/WBE's & HUB's
- Assisting M/WBE's & HUB's with registration to Bidders List and Bid opportunities that may be of interest

- Directing M/WBE's & HUB's to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE's & HUB's Certification.

HUB Certification Sources:

- [State of Texas HUB Certification Process](#)
- [Register with State as a HUB Vendor](#)
- [HUB Certification Agreements](#)
- [HUB Minority & Women Organizations](#)

M/WBE's & HUB's Questions Cameron County contact:

Beverly Findley, Bid coordinator

P: 956-982-5478 | Email: [beverly.findley@co.cameron.tx.us](mailto:beverly.findley@co.cameron.tx.us)

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

**CONFLICT OF INTEREST QUESTIONNAIRE:**

**For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** 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 law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

**can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

**DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

**Forms can be downloaded at the following web site:**

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

**TEXAS ETHICS COMMISSION FORM 1295:**

All RFPs prior to award or award of Contract by Commissioner’s Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” Site at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab “Vendor – [TEC Form 1295](#)” for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link: [http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

**FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.**

**SUBMISSION OF PROPOSALS:** One (1) original and (7) copies of all proposal documents shall be sealed and submitted as offer's response to:

Cameron County Purchasing Office  
Cameron County Courthouse  
Room 345  
1100 East Monroe Street  
Brownsville, Texas 78520

**No later than 11::00 a.m. (CST), May 2, 2017.**

**MARK ENVELOPE: RFP NO. 1452A3: COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

**ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.**

**IT IS UNDERSTOOD** that Cameron County, Texas reserves the right to reject any or all proposals as it deems to be in the best interest of Cameron County. Receipt of any proposal shall under no circumstances obligate Cameron County to accept the lower dollar proposal.

**PROPOSALS SHALL** include the RFP and all addenda. Each proposal shall be placed in a sealed envelope, with a transmittal letter and Price Proposal Form (Exhibit A) each manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

**PROPOSER SHALL SUBMIT RFP AND THE FORMS PROVIDED IN FORMAT AS OUTLINED IN SECTION ii, AND RETURN ENTIRE RFP PACKET.** In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP’s will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock.

**RFP’s SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

**PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE.** Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor’s designee present.

**SUCCESSFUL PROPOSERS WILL BE NOTIFIED BY MAIL.** All responding vendors will receive written notification regarding outcome of award.

**PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION.** All responding proposers are welcome to attend the publicly held Commissioners Court meeting

relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: [http://www.co.cameron.tx.us/commissioner\\_s\\_court\\_agenda/index.php](http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php)

**OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED.** All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

**LATE PROPOSALS:** Proposals received in the County Purchasing Office after submission deadline will be considered void and unacceptable. Cameron County is not responsible for lateness or non-delivery of mail carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

**ALTERING PROPOSALS:** Any interlineations, alteration or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

**WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the Proposer without the permission of the County for a period of ninety (90) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of the proposal.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date, and time stated above. Proposers, their representatives and interested persons may be present. The proposals will be received and acknowledged only so as to avoid disclosure of the contents to competing Proposers and will be kept secret during negotiations.

However, all proposals shall be opened for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified by Proposer as such.

**ORAL CHANGES:** No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Cameron County Purchasing Agent.

**CONFLICT OF INTEREST:** No public offices shall have interest in this proposal except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this request for proposal that contain exceptions to or substitutions for the provisions of the RFP may be considered for negotiations at the discretion of Cameron County.

**ADDENDA:** Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Cameron County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposer shall acknowledge receipt of all addenda.

**PROPOSALS MUST COMPLY** with all federal, state, county and local laws.

**CAMERON COUNTY MAY REQUEST REPRESENTATION** and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

**REFERENCES:** Cameron County Requests Proposer to supply, with the RFP, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**SUCCESSFUL OFFERER SHALL:** defend, indemnify, and save harm to Cameron County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or fault of the successful Proposer, or of an agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Proposer shall pay any judgment with costs which may be obtained against Cameron County growing out of such injury or damages.

**NOTICE:** Any notice provided by this proposal or required by law to be given to the successful Proposer by Cameron County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Brownsville, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**VENUE:** Any agreement arising out of this proposal will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

**ASSIGNMENT:** The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County.

**POTENTIAL CONTRACTORS ATTEND A PRE-PROPOSAL CONFERENCE** to be held in the Commissioners' Court, Cameron County Courthouse, the purpose of this conference is to afford all Contractors the opportunity to ask questions of County Staff to fully understand the County's preparedness program and the obligations of the successful Contractor.

**MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:**

Meeting – **Thursday, March 30, 2017 at 9:00 A.M.**

**PRE PROPOSAL MEETING LOCATION: Cameron County Courthouse (Dancy Bldg.) 2<sup>nd</sup> Floor  
(Commissioners Courtroom) – 1100 East Monroe St, Brownsville, TX.**

**CONTACT PERSON: Mike Forbes at 956-544-0871**

Pre proposal questions must be submitted by: **Friday, March 24, 2017** (fax to 956-550-7219 Mike Forbes or e-mail)

**PLEASE NOTE CAREFULLY**

**THIS IS THE APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. **ORIGINAL AND SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department **BEFORE** the hour and date specified.
2. RFP's **MUST** give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. RFP's **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Written inquires pertaining to RFP's must give RFP Number and Company.
6. **NO** substitutions or cancellations permitted without written approval of Purchasing Agent.
7. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Cameron County retains the option to re-solicit at any time if in its best interest and is not automatically bound to renewal or re-solicitation. The County reserves the right to hold all RFPs for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this RFP award) as the need arises. The County also reserves the right to consider utilizing CO-OP Inter-Local Agreements / pricing if determined to be more advantageous to the County.
8. RFP unit price on quantity specified – extend and show total. In case or errors in extension, **UNIT** prices shall govern. RFP's subject to unlimited price increase will not be considered.
9. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
10. Acceptance of and **final** payment for the item will be contingent upon satisfactory performance received by Cameron County.
11. Partial RFP's will not be accepted. Total award of RFP will be made.
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the Proposer to ask any and all questions the proposer feels to be pertinent to the proposal. Cameron County shall not be required to attempt to anticipate such questions for Proposers. Cameron County will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful Proposer shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department

**INVOICES AND PAYMENTS:** (a) Vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR  
ACCOUNTS PAYABLE  
1100 EAST MONROE ST.,  
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

**PAYMENT DISCOUNT:** Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

**ANY QUESTIONS** concerning this Request for Proposals should be directed to:

Michael Forbes  
Cameron County Purchasing Office, Room 345  
1100 East Monroe Street  
Brownsville, TX 78520  
PH: (956) 544-0871  
e-mail: MForbes@co.cameron.tx.us

## **ii. PROPOSAL RESPONSE FORMAT**

By order of Cameron County, Texas, sealed proposals will be received for:

### **COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

Contractors interested in providing **COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS** must submit one (1) original and six (6) copies of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

#### **I. LETTER OF TRANSMITTAL AND AFFIDAVIT**

Each proposal must be accompanied by a Letter of Transmittal and a fully executed and notarized affidavit from an Authorized Contractor Representative.

##### **The letter must:**

- A. Identify the project by name as “**COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**” and the RFP Number.
- B. Include the following information:
  - (1) Name of firm or individual
  - (2) If firm is proposing for Alternate Bid
  - (3) Permanent main officer address, telephone number and fax number
  - (4) When organized
  - (5) If it is a disadvantaged business enterprise, the nature of that classification
  - (6) If a corporation, where incorporated
  - (7) How many years the firm has been engaged in business under the present name
  - (8) General types of work performed by the firm
  - (9) Contracts currently on hand
  - (10) The following questions and the firm's answers:
    - (a) Have you ever failed to complete any work awarded to you? If so, explain.
    - (b) Have you ever defaulted on a contract? If so, explain.
    - (c) Will you, upon request provide a detailed financial statement or any other information required by Cameron County?
    - (d) Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?
    - (e) Will you, upon request, furnish documentation to support the information in your response to the RFP?

- C. Be signed by an individual, identified by name and title, who is authorized to bind the Contractor to this type of contract;
- D. Identify the names, titles, telephone, and fax numbers of individuals who are available to be contacted by the County Engineer concerning the proposal and for additional information.
- E. Acknowledge, by number, the receipt of all Addenda to the pre-qualification package.

## **II. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.**

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

### **Section 1. Qualification Requirements:**

- A. Contractor must have specific experience providing services following a natural disaster or for other large-scale construction projects. Provide a statement of compliance.
- B. Contractor must not have been prohibited from doing business with any governmental entity for any reason within the last 10 years. Provide a statement of compliance.
- C. Contractor must provide a Letter of Reference from the surety company that will issue the subsequent Performance and Payment Bond for the project, that states the number of years of satisfactory surety credit established by the Contractor, the range of individual job sizes previously bonded, and willingness to issue bonds on behalf of the Contractor for a contract amount no less than \$5,000,000. Include the letter as an attachment to Pre-Qualification Response Format.
- D. Contractor must not be operating under Chapter 11 or any other financial restraints that would preclude his ability to enter into equipment leasing or rental arrangements. Provide a statement of compliance.

### **Section 2. Contracting Requirements:**

- A. Successful Contractor must, upon activation of the contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract. Provide a statement that Contractor is capable of securing the required bond.
- B. Successful Contractor must mobilize personnel and equipment to provide the required response services within the time frames specified throughout this RFP. Provide a statement that addresses the requirements and Contractor's intent to satisfy those requirements.
- C. Contractor must participate in the County's annual hurricane exercise. A two-person management team will be required, for not more than two days, to simulate activation of the contract and coordination of the recovery operations. Provide a statement acknowledging that requirement.

- D. Successful Contractor must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
- E. Successful Contractor must not assign, sublet or transfer its interest or obligations of this project. Provide a statement of intent.

**Section 3. Insurance Requirements:**

- A. Contractor must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. Provide certification of insurance capacity.
- B. Successful Contractor must not begin any work under the contract until he/she has obtained all required insurance and provided the County Contract Administrator 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: Provide statement of compliance.

**Section 4. Use of Subcontractors.**

- A. Successful Contractor may use Subcontractors for this project. Contractor must list Subcontractors proposed for this project and their respective duties.
- B. 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 his/her 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 County Contract Administrator review upon request. Provide statement of compliance.

### **Section 5. Addenda:**

Contractor must acknowledge, by number, the receipt of all Addenda to both the RFP and Price Proposal documents. Include a statement to that effect in the RFP response.

### **III. PROJECT REQUIREMENTS.**

Provide written responses regarding Contractor's ability to satisfy the Project Requirements that follow:

#### **Section 1. Experience:**

- A. Describe Contractor's overall experience performing large-scale HTRW removal and disposal projects similar to this project. The Contractor must identify similar disaster recovery projects that he 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.
- B. Describe Contractor's experience during the last 5 years performing large scale HTRW removal and disposal projects or other work similar to that required by this project. The Contractor must identify similar projects that he 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.
- C. Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.
- D. If the Contractor intends to use Subcontractors to assist in the work, the Contractor may also identify similar work successfully completed by the Subcontractors.
- E. Identify by name and title, and describe the capacities by position and or responsibilities, of the key personnel who will be assigned to this project. Include resumes for the Contractor's management team and all key personnel who will be assigned to the project.

#### **Section 2. Project Approach:**

- A. In general, this project requires removal and disposal of hazardous materials from the public rights-of-way and public property. Contractor must provide a general description of how he/she will approach this work, such description is to include a statement of the requirements as Contractor perceives them, an estimate of the personnel and equipment necessary, his/her resource mobilization strategy and his/her field operations strategy. Exceptions to the project work as described by the County must fully be explained.

- B. Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them, including a proposed approach to the Project Work Plans(s), Communications Plan(s), estimate of the personnel and equipment necessary, resource mobilization strategy, and field operations strategy. Describe method and frequency of County Staff input and progress meetings to address project concerns.

### **Section 3. Capability, Capacity and Availability.**

- A. Describe how Contractor intends to maintain its capability, capacity and availability of forces to respond if activated by the County following a hurricane/natural 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 Cameron County 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, consultant, etc.) and designation of primary contact for County staff.
- B. 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 hurricane/disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.

### **Section 4. Additional Submittal Requirements**

In order to be considered responsive, each proposal must include the following items:

- A. Operations Plan that includes a detailed description of site preparation, material handling and closeout procedures. Information regarding vehicle/traffic management, staging area operations must also be included in the Plan. Proposer must also describe packaging procedures including a discussion of the measurement criteria used for containerized hazardous wastes.
- B. List of any materials or classes of materials that will not be accepted for disposal. Describe procedures to be used to determine whether materials will be accepted for disposal.
- C. Name, address and EPA identification number for all storage or disposal facilities to be used for the duration of the contract.
- D. Proof of Contractor's and Subcontractors' registration with the EPA and the Texas Commission on Environmental Quality (TCEQ) or explain why such registration is not required.
- E. List of those wastes that are appropriate for either reuse or recycling.
- G. Bid Bond in the amount of 5% of the Contractor's total bid for removing, processing, and disposing of 200,000 pounds of dry waste and 60,000 gallons of liquid waste.

### iii. PROJECT AWARD SCHEDULE

RFP NO. 1452A3

#### COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS

<b>Activity</b>	<b>Date (2017)</b>
Advertisement	3/12 (Sunday)
Issue Request for Proposals	3/13 (Monday)
Pre-Proposal Questions due	3/24 (Friday)
Conduct Mandatory Pre-Proposal Conference	3/30 (Thursday) @ 9:00am (C)
Follow-up Questions due	4/5 (Wednesday)
Follow-up answers out	4/7 (Friday)
Addendum Request Deadline	4/10 (Monday)
Receive Proposals	5/2 (Tuesday)
Complete Evaluation Process	5/16 (Tuesday)
Negotiations with Potential Contractor	5/25 (Thursday)
County Commissioners' Court Approval	6/6 (Tuesday)
Contract Award	6/20 (Tuesday)

***SUBJECT TO CHANGE***

# **I. PROJECT DESCRIPTION AND REQUIREMENTS**

## **1. PURPOSE**

This document constitutes a Request for Proposals (RFP) from experienced firms to remove and lawfully dispose of certain Hazardous, Toxic and Radiological Wastes (HTRW) from public property and public rights of way in Cameron County, Texas, immediately after a 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 removing large volumes of disaster-generated waste from a large area in a timely and cost-effective manner and lawfully disposing of the materials. The Contractor must be capable of assembling, directing and managing a workforce that can complete the HTRW management operations in a maximum of 90 days. The Contract will be for a five-year term with annual re-certification of the Contractor's capabilities for years two through five. While intended to cover HTRW removal and disposal needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the County. The planning standards used for this project are based the anticipated impacts of a major hurricane.

The County intends to enter into a pre-positioned contract with at least one prime Contractor who may utilize both local and non-local resources to provide services in the event of activation by the County following a hurricane or other natural or man-made disaster. The period of the contract will be five (5) years with an annual re-certification process and annual price adjustment based on the Construction Cost Index (CCI) as reported by the May issue of the Engineering News Record (ENR).

The project consists of post-hurricane/disaster collection, characterization, packaging, transportation and disposal of certain hazardous waste within the County limits. The Contractor may utilize both local and non-local resources, as necessary, to collect, characterize, package, transport and dispose of HTRW including the following: 1) household hazardous waste (HHW); 2) certain commercial and industrial hazardous and toxic wastes within/on County rights-of-way and property; 3) low-level radiological wastes (such as might be found at small medical clinics); 4) biological and medical waste, including possibly infectious wastes, from small facilities; 5) animal carcasses; and 6) petroleum and other wastes, including material from small spills, brought to or found within the County right-of-way and/or on County property or at designated Temporary Debris Storage and Reduction Sites (TDSRS)

Definitions for the waste types detailed in items 1 through 6 above may be found within the regulatory citations detailed in the contract package. This includes materials whose sources may be non-residential or unidentified but which come to rest on County property and public areas. This scope of work does not include explosives. The Contractor's responsibility will include disaster-related spill response for small spills or discharges in the County rights-of-way or on County property.

The Contractor shall mobilize all appropriate equipment and personnel to the Cameron County area within 24 hours of receipt of the Notice to Proceed and have the HTRW processing site fully operational within 7 days.

## **2. BACKGROUND**

### **A. Introduction**

Cameron County is the southernmost county in Texas. Bounded by the Gulf of Mexico to the east and the Rio Grande to the south, Cameron County covers 1,159 square miles and has an estimated population of 406,220 (US Census Bureau) people in 2011. The County landscape is a flat alluvial plain with an average elevation of about 40 feet. The eastern edge of the County is a mix of coastal plains, beaches and marshes with much lower elevations. The County has numerous waterways for navigation, drainage and irrigation, including portions of the Rio Grande River flood plain. Land use is predominantly intensive specialized farming and livestock grazing.

Communities in Cameron County range from the City of Brownsville with a population of about 175,023 (US Census Bureau) people, to the coastal resort area of South Padre Island with a permanent population of about 2,000 and a much larger seasonal population. Some incorporated communities have as few as 300 residents, while some small unincorporated/underdeveloped areas have estimated populations as large as 5,000. The County has experienced numerous major storms and flooding events in past years that generated very large volumes of debris and prompted extensive pre-planning for recovery activities. The debris management activities would encompass the entire area of the County, including individual communities and rural areas. The Cameron County staff has developed a Debris Management Plan that describes the general needs and approaches for handling large volumes of debris after a major disaster. It provides general information on debris classifications, local hauling and disposal capabilities and capacities, and considerations for temporary debris management sites. That plan will provide general guidance for the Contractor.

Cameron County's disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout the County using a combination of municipal and Contractor forces.

The County envisions the need for a single major Contractor to carry out the debris removal and disposal work throughout the County. The Contractor must have the capacity to manage a major workforce with multiple Subcontractors and to cover 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. The Contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The contract to be awarded under this program will be a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the contract is activated either in anticipation of a natural or man-made disaster or immediately after such disaster.

Potential Contractors are solely responsible for their own costs of developing the proposal associated with this project. In addition, a Contractor who receives a contingency contract for the work will be required to participate in certain County-directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the County.

The contingency contract will be for a five-year term with annual re-certification of the Contractor's capabilities for years two through five. This will minimize the planning costs associated with the program as well as maximize the Contractor's potential for recovery of those costs.

*Note: Cameron County is also issuing a Request for Proposals for Collection, Characterization, Packaging, Transportation and Disposal of Hazardous Waste During Post-Hurricane /Disaster Recovery Operations. A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects. This opportunity is addressed in more detail in Part III and in Exhibit A to this RFP.*

## **B. Planning Standard for Hazardous, Toxic, and Radiological Wastes**

The County has selected a Category 4 wet hurricane that impacts the entire County with equal intensity as its planning standard. The worst case HTRW volume anticipated from such a storm impacting the entire county with equal intensity is 200,000 pounds of dry materials and 60,000 gallons of liquids. This estimated debris volume 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 HTRW may be greater than or less than the planning volumes, and probably will be less. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals, the Contractor shall use planning figures of 200,000 pounds of dry materials and 60,000 gallons of liquid as the initial volume estimates for post-disaster hazardous waste removal. Contractor submittals will also address, in less detail, how the Contractor would address larger and smaller volumes of debris.

The County's goal is to complete the HTRW 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 low elevation and potential for flooding, some areas might not be accessible for several weeks 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.

## **C. HTRW Removal and Disposal Management**

Planning for post-disaster cleanup operations is a function of the County Department of Public Works and Engineering; however, the HTRW removal and disposal operations will be directed by the County Engineer. The County will employ one or more Contractors to remove and dispose of disaster-generated debris. The County will execute one (and reserves the right to execute more than one) HTRW removal and disposal contract on a contingency basis for the purpose of having a Contractor immediately available and committed to assisting the County in the aftermath of a major disaster. Each Contractor holding a HTRW removal and disposal contract will serve as a general Contractor for the purpose of those operations, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor will use both local and non-local Subcontractors. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable.

When a major disaster occurs or is imminent, the County will contact the firm(s) holding the HTRW Contract(s) to advise them of the County's intent to activate the contracts and the expected timeframe for initiating work under the contract. Once the County Engineer determines that the work will be necessary, a Notice to Proceed will be issued to each Contractor. Within 24 hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to the County to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.

HTRW removal will generally be limited to materials in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. Contractor will be responsible for determining the method and manner of all HTRW removal and lawful disposal

operations. Disposal of HTRW may be at any lawful site selected by the Contractor and approved by the County Engineer.

The general concept of HTRW removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the rights-of-way as recovery progresses. The County will prescribe the specific procedures to be used after ascertaining the scope and nature of the disaster's impacts.

The County in concert with its Debris Management Contractor will designate Temporary Debris Storage and Reduction (TDSR) Sites for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. It is anticipated that some HTRW materials might be inadvertently brought to those sites and set aside by the TDSR Site operator. The HTRW Contractor will be responsible for daily removal of HTRW materials from those sites.

The County may also establish homeowner drop-off sites for HTRW materials. The HTRW Contractor will be responsible for removing all HTRW from those sites daily.

Curbside segregation of debris and disaster-generated or -related wastes will be an element of the County's disaster recovery program. The debris management 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 HTRW removal and disposal Contractor.

## II. RESPONSE INFORMATION REQUIRED

Please see Section ii for Response Format for this RFP. Information required to be included in this RFP is included below:

### A. Description of Services

Submitter must provide a detailed description of the services that he/she will perform upon issuance of each Notice to Proceed. The description must, at a minimum, include the following:

1. A General Operations Plan describing the method and manner of HTRW removal and lawful disposal that will be employed for disaster-generated hazardous waste materials. That Plan should demonstrate how Contractor will satisfy the requirements of the project as described below to the extent practicable.
  - a. A detailed description of the general sequence of HTRW removal operations to be performed.
  - b. A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources, i.e. a list of Subcontractors with whom the submitter has agreements for post-disaster support.
  - c. A detailed description, including maps to illustrate locations, of all sites expected to be used for HTRW management operations.
  - d. An estimate of the time required to complete the removal and lawful disposal of 200,000 pounds of dry hazardous materials and 60,000 gallons of liquid waste that might be generated as the result of a Category 4 hurricane. Note that the maximum allowable time for completion of the removal and disposal operations is 90 days.
  - e. A description of how Contractor will ensure that all HTRW management operations are performed in compliance with all applicable Federal, State, county, local regulations and permits.
  - f. A description of the manner in which volumes of HTRW materials processed and disposed of will be estimated for monthly progress payment purposes.
2. A description of any Subcontracts expected to be utilized in performing these services.
3. A summary of the submitter's personnel that will be dedicated to the contract. The summary must include: the names of and resumes for all members of the project management team; the name of the submitter's claims representative; the number of management employees that will be assigned to the contract, their job titles and responsibilities.
4. A description of the accounting and financial controls that will be utilized in managing, monitoring and accounting for the resources to be employed.
5. A description of any exceptions taken to the requirements stated in this RFP.

## 2. SCOPE OF WORK

The Contractor shall provide all expertise, effort, personnel, materials and equipment necessary for the timely removal and lawful disposal of all HTRW materials generated by natural or man-made disasters that impact Cameron County, Texas. The Contractor shall provide for the cost-effective and efficient removal and lawful disposal of materials accumulated and deposited on public property, County streets, roads and other rights-of-way, and any other municipal facility or site as may be directed by the County Engineer. Services shall be performed on an "as needed basis" when directed by the County Engineer. For planning purposes, the contractor shall assume that the total volume of materials will be 200,000 pounds of dry waste and 60,000 gallons of liquid waste.

The Contractor shall determine the method and manner of HTRW removal and disposal that provide the greatest economy of operations and cost to the County. The County will provide guidance and direction on priorities for the HTRW removal operations. The Contractor shall present to the County for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for HTRW removal and lawful disposal. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, when designated by the County Engineer.

The Contractor will be responsible for the timely removal and lawful disposal of hazardous materials from:

- Streets, roads and rights-of-way maintained by the County
- Streets, roads and rights-of-way of all municipalities, incorporated and unincorporated, within the County, unless otherwise directed by the County Engineer
- Public property and facilities other than those of the Federal or State government unless specifically directed by the County Engineer
- Any other municipal facility or site as may be directed by the county engineer
- Private property when necessary to protect the public or to facilitate completion of required work provided that entry onto private property is specifically authorized by the County

The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of local utility company crews and other forces engaged in disaster recovery operations.

When identifying resources to be made available under this contract, Contractor must use a planning standard approach. Contractor must identify specific sources of personnel and equipment to ensure the availability of personnel and equipment to initiate all required activities within the timeframes specified herein. For this purpose, a summary of Contractor's resources and those of major Subcontractors, including a general equipment/personnel inventory, will suffice.

### III. EVALUATION AND PRICE PROPOSALS

#### A. EVALUATION

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

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

#### WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations

3 = Above expectations

2 = Meets expectations

1 = Does not meet expectations

0 = non responsive

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

Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price \$100,000 = 4 points X assigned weight (i.e.: 25%) = 100 points

Vendor X – price \$150,000 = 2.66 points X assigned weight (i.e.: 25%) = 66.6 points

Vendor Y – price \$200,000 = 2 points X assigned weight (i.e.: 25%) = 50 points

$\$100,000 \div \$200,000 = .50 \times 4 = 2 \times 25 = 50$

$\$100,000 \div \$150,000 = .66 \times 4 = 2.666 \times 25 = 66$

Contractor Experience	30 points
Project Approach	25 points
Capability, Capacity and Availability	25 points
<u>Price</u>	<u>20 points</u>
<b>TOTAL</b>	<b>100 POINTS</b>

3. The total points assigned for each proposal will be the basis for identifying and selecting the compatible finalists.

4. Submission of a proposal implies Contractor's acceptance of the evaluation technique and that subjective judgment must be made by Cameron County during the assigning of points.
5. The County reserves the right to deny qualification to any Contractor that does not satisfy the Mandatory Pre-Qualification Criteria or is not capable, in the County's estimation, of satisfying the Project Requirements. However, the County may waive defects, irregularities or informalities in the pre-qualification process or in any response to the process that, in the County Contract Administrator's opinion, seems most advantageous to the County and in the best interest of the public.

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

## **B. PRICE PROPOSALS**

1. In order to be considered responsive, Price proposals must be in the format shown in Exhibit A.
2. Price Proposals must be accompanied by:
  - (a) References – See Attachment A
  - (b) RFP Affidavit – See Attachment B
  - (c) Residence Certification – See Attachment C

### **PRICE PROPOSALS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**

**Price Proposals that are not in the required format or which do not address all elements of the project as described in Exhibit A may be considered non-responsive.**

## IV. ALTERNATIVE PROPOSAL OPPORTUNITY

Cameron County is also issuing a Request for Proposals for:

DEBRIS MANAGEMENT – REMOVAL & DISPOSAL POST-HURRICANE /DISASTER RECOVERY OPERATIONS.

A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects, provided that:

1. Proposer MUST obtain the Requests for Proposals for both projects;
2. Proposer MUST submit complete responses to both RFPs individually, satisfying all requirements for each individual RFP and submitting all required documentation, including fully executed Price Proposals in the specified formats for each RFP independently;
3. Proposer MUST submit additional documentation to address his/her capabilities to perform both projects simultaneously and to demonstrate how that will benefit Cameron County; and,
4. Proposer must submit a Price Proposal Summary Sheet that reflects the total proposed price for performing both projects simultaneously.

NOTE: Proposer's submitting responses to the RFPs for both projects WILL NOT receive preferential consideration and proposers responding to only one of the project RFPs will not be penalized. Consideration of combined proposals will not be initiated until evaluation of all individual proposals is completed and the best qualified proposers in terms of qualifications, experience and price have been identified.

Cameron County MAY, at the County's sole discretion, select a single Proposer for both projects, provided that:

1. The County determines that it is in the County's best interests to do so;
2. When evaluated against all other fully qualified proposers for each project individually, the Proposer is deemed best qualified to perform the services required for each project individually;
3. When evaluated against all other Price Proposals submitted by fully qualified proposers for each project individually, the Proposer's Price Proposals are found to be reasonable and competitive; and,
4. The County Engineer concludes that the Proposer is best qualified to provide all of the required services for both projects and can do so in a manner and at a combined price that provides substantial advantages for the County.

## **V. GENERAL CONDITIONS**

### **CONTRACT AND CONTRACT DOCUMENTS**

The Plans, Specifications, Supplemental Conditions (or Special Conditions), and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth:

### **DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- A. The term "Contract" means the Contract executed between the County of Cameron, hereinafter called the Locality, and \_hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- B. The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "Engineer" means the Cameron County Engineer, Engineer in charge serving the Locality with engineering services, his successor, or any other person or persons, employed by the Locality for the purpose of directing or having in charge the work embraced in this Contract.
- D. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Supplemental Conditions (or Special Conditions), Technical Specifications.

### **SUPERVISION BY CONTRACTOR**

- A. Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Locality and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### **SUBCONTRACTS**

- A. The successful Contractor may use Subcontractors for this project. The Contractor must list Subcontractors proposed for this project and their respective duties.
- B. The Contractor is not restricted to a minimum value of all work that must be performed by his own organization.
- C. No Subcontractor may provide services unless the Locality 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.

- D. 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 his/her 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 County Contract Administrator review upon request.
- E. Under no circumstances will the Contractor use any debarred Subcontractor listed on the List of Parties Excluded from Federal Procurement (See [www.epls.amet.gov](http://www.epls.amet.gov)). Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable.
- F. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Locality.

#### **FITTING AND COORDINATION OF WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors or material suppliers engaged upon this Contract.

#### **PAYMENTS TO CONTRACTOR**

- A. Partial Payments
  - 1. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined based on volume, unit price per pound or gallon of hazardous material accepted at the sites for processing and disposal and by deducting: (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments.
  - 2. Monthly or partial payments made by the Locality to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work. Such payments shall not constitute a waiver of the right of the Locality to require the fulfillment of all terms of the Contract before any payment is made.
- B. Final Payment
  - 1. After final inspection and acceptance by the Locality of all work under the Contract, the Contractor shall prepare his requisition for final payment. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
  - 2. The Locality before paying the final estimate shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to

the Contractor, if the Locality deems it necessary in order to protect its interest. The Locality may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

C. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Locality shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

D. Withholding Payments

The Locality may withhold from any payment due the Contractor whatever is deemed necessary to protect the Locality, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Locality and will not require the Locality to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Locality elects to do so. The failure or refusal of the Locality to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

**CHANGES IN THE WORK**

- A. The Locality may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. If applicable unit prices are contained in the Agreement; the Locality may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty-five percent (25%).
- C. Each change order shall include in its final form:
1. A detailed description of the change in the work.
  2. The Contractor's proposal (if any) or a confirmed copy thereof.
  3. A definite statement as to the resulting change in the contract price and/or time.
  4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

6. The signatures of authorized representatives of Contractor and Locality.

### **CLAIMS FOR EXTRA COST**

- A. If the Contractor claims that any instructions involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Any discrepancies which may be discovered between actual conditions and those represented by the maps shall be reported at once to the Locality and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Locality.
- C. If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

### **EXTRA WORK**

The term "EXTRA WORK" as used in this Contract shall be understood to mean and include all work that may be required by the Engineer or Locality to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's proposal. It is agreed that the Contractor shall perform all Extra Work under the direction of the Engineer when presented with a written Work Order signed by the Engineer; Subject, however, to the right of the Contractor to require a written confirmation of such Extra Work Order by the Locality. It is also agreed that the compensation to be paid the Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a): By agreed unit prices

Method (b): By agreed lump sum

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make written request to the Engineer for written order authorizing Extra Work.

### **TERMINATION AND DELAYS**

- A. Right of the Locality to Terminate Contract.

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the Locality may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the

mailing to such Surety of notice of termination, the Locality may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Locality for any excess cost incurred. In such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Hindrance and Delays.

No damages for delays shall be paid to the Contractor by the Locality, except for any unreasonable delays caused by the Locality.

C. Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- (2) Any acts of the Locality;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the Locality within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Locality shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

### **ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## **DISPUTES**

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Locality.
- B. The Contractor shall submit in detail his claim and his proof thereof.
- C. If the Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

## **REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Locality for any additional information not already in his possession which should be furnished by the Locality under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

## **MATERIALS AND WORKMANSHIP**

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship equipment, materials and articles- incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- E. The Locality may require the Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

#### **CARE OF WORK**

- A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.
- C. The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### **ACCIDENT PREVENTION**

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Locality with reports concerning these matters

## **SANITARY FACILITIES**

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **USE OF PREMISES**

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the designated processing area as prescribed by ordinances or permits, or as may be desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

## **REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

## **INSPECTION**

- A. All materials and workmanship shall be subject to inspection, examination, or test by the Locality and Engineer at any and all times during the work period. The Locality shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Locality may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Locality.
- B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Locality will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- C. The Contractor shall notify the Locality sufficiently in advance of back filling or concealing any facilities or materials to permit proper inspection. If any facilities or materials are concealed without approval or consent of the Locality, the Contractor shall uncover for inspection and recover such facilities or materials at his own expense, when so requested by the Locality.

- D. Should it be considered necessary or advisable by the Locality at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Locality or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### **REVIEW BY LOCALITY**

The Locality and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Locality through its authorized representatives or agents. The Contractor shall provide to the Locality copies of all project-related documents, including but not limited to transportation manifests and disposal records, promptly upon request.

#### **FINAL CLEAN UP AND INSPECTION**

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work all materials, equipment, and temporary structures used to complete the work. The work site shall be left in a neat and orderly condition, equal to that which originally existed. The Engineer shall approve the results of the environmental testing and conduct a final inspection of the work site before approving any final payment.

#### **INSURANCE**

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Locality.

- A. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case

of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workers Compensation Insurance.

- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions, Page 3.
- C. Proof of Insurance: The Contractor shall furnish the Locality with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Locality."

### **WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Locality free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### **WARRANTY OF WORKMANSHIP AND MATERIALS**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

### **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin.
- B. The Contractor will cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- C. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

### **NON SEGREGATED FACILITIES**

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

### **JOB OFFICES**

- A. The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations
- B. Upon completion of the work, or as directed by the Locality, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

### **ABANDONMENT BY CONTRACTOR**

In case the Contractor should abandon or fail to resume work within ten (10) days after written notification from the Locality or the Engineer, or the Contractor fails to comply with the orders of the Engineer when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the Locality or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with extra work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the Locality may provide for completion of the work in either of the following elective manners:

A. The Locality may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said Locality may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said Contractor and the expense so charged shall be deducted and paid by the Locality out of such money as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor and/or his surety shall pay the amount of such excess to the Locality;

or

B. The Locality, under sealed bids, after five (5) days' notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Locality under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the Contractor and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided herein-above, a complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the Locality had the work been completed by the Contractor under the terms of this contract and when the Contractor and/or his Surety shall pay the balance shown to be due by them to the Locality, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price and the Contractor and/or his Surety fail to pay the amount due the Locality within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the Locality to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the Locality may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor, as the Locality may elect.

The Locality shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the Contractor or his Surety, to their proper Localities without notice to the Contractor.

### **ABANDONMENT BY THE LOCALITY**

In case the Locality shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (15) days after written notifications by the Contractor, the Contractor may suspend or wholly abandon the work, and may remove there from all machinery, tools and equipment. And thereupon the Engineer shall make an estimate of the total earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Contractor, to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the Locality, all other sums that may have been retained by the Locality, under the terms of this Agreement, and shall certify same to the Locality who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor, the balance shown by said final statement as due the Contractor under the terms of this Agreement.

### **BONDS**

It is further agreed by the parties of this contract that the Contractor shall execute a performance bond and a payment bond, each in the sum of one hundred (100%) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the Locality.

### **SPECIAL CONDITIONS OF THE AGREEMENT**

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days' notice in writing of such change and cancellation.

1. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees for CONTRACTOR engaged in the performance of the work under this agreement.
2. Employer's Liability Insurance protecting CONTRACTOR against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master/servant relationship with a limit of not less than \$1,000,000.
3. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 each Person, \$5,000,000 each occurrence/aggregate; Property Damage \$1,000,000 each occurrence/aggregate.
4. Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability not less than: Bodily Injury \$1,000,000 each Person, \$5,000,000 each occurrence; Property Damage \$1,000,000 each occurrence.

5. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile liability and coverage afforded by the policies described above, with minimum limits of \$5,000,000 excess of the specified limits.

6. Builder's "All-Risk Insurance" protecting the respective interest of the Company and CONTRACTOR and its "Field Subcontractors" covering loss or damage during the course of construction of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

## **VI. CONTRAT PROVISIONS AND SPECIFICATIONS**

### **1.0 GENERAL**

Work performed under these specifications shall meet or exceed the requirements of all applicable Federal, State, County, local laws, rules and regulations.

Disposal sites utilized by the Contractor shall be licensed, as required by law, by the Environmental Protection Agency (EPA) and/or the State of Texas. Contractors must specify those disposal sites that they intend to use and provide key information regarding each site such as location, operator's name and permit numbers.

The Contractor shall maintain or, for Subcontractors, cause to be maintained all required insurance coverage and any Federal and State permits required for transportation and disposal of HTRW. Additionally, the Contractor shall keep all inspection plans and records evidencing compliance with applicable Federal, State, and local regulations throughout the term of the contract.

The Contractor may subcontract, at no additional charge to the County, services related to the recycling, reuse, collection, transportation or disposal of the HTRW collected, where appropriate.

### **2.0 SCOPE OF WORK**

#### **2.1 Objective**

The primary objective of this Contract is to collect, characterize, package, transport and dispose of hazardous, toxic and radiological waste (HTRW) following a hurricane or other natural or man-made disaster in a timely, efficient, safe and lawful manner and with minimum cost to the County. It is the County's intention that the contractor will, whenever possible, also carry out any necessary follow-on work associated with the recovery operations including but not limited to assessment, risk reduction, and remediation through a contract change order, provided the Contractor has the capacity and ability to complete the work in a timely manner.

#### **2.2 Background**

The County has initiated a program of enhanced preparedness for hurricanes and other natural or man-made disasters to minimize community recovery time and cost following such events. Central to this effort are pre-positioned contracts to remove and dispose of debris generated during a hurricane or other natural or man-made disaster as well as to re-establish essential infrastructure. The County has developed pre-positioned contracts for damage assessment, debris management, hazardous materials management and Temporary Debris Storage and Reduction Site (TDSR) operations.

An important element of this program is the collection, transportation and disposal of hazardous, toxic, and low-level radiological wastes (HTRW) which may be generated from

a natural disaster. Such wastes represent special problems during debris removal and community restoration. Accordingly, they must be handled by a properly qualified and licensed Contractor.

The Contractor's services will be required during the period immediately following the occurrence of a significant disaster. Accordingly, some usual procedures for waste classification, segregation and recycling may be amended by competent authority to accomplish the expedited removal of such materials. However, notwithstanding the needs for such expeditious movement of materials and clean-up, the Contractor will be responsible for ensuring that the material is properly handled, packaged and disposed of in a lawful manner and in a manner so as to prevent health and safety hazards created by the improper handling or combination of wastes.

### **3.0 GENERAL CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for the proper, lawful and safe handling and ultimate disposal of all materials collected or transported. Specifically, the Contractor shall:

- a. Provide the services described in this Contract upon receipt of a Notice to Proceed from the County immediately following a hurricane or other natural or man-made disaster.
- b. Furnish all equipment, material and labor required to collect, categorize, transport and dispose of all hazardous wastes collected.
- c. Assume all liability responsibility from the time the work begins until final disposition, including but not limited to handling and transportation to an approved EPA disposal site.
- d. Be responsible for all costs incurred in the handling of collected wastes including categorization, packaging, transporting, disposal and marketing of recyclable materials if appropriate.
- e. All collected HTRW is subject to regulations and restrictions imposed by the EPA and the TCEQ.
- f. Keep all records that may be required by law or by the County of Cameron under this Contract for the purposes of payment to the Contractor or reimbursement to the County for disaster related expenses.
- g. Mobilize to a site approved by the County and commence with site set-up activities to facilitate the timely receipt of HTRW.

### **4.0 GENERAL SERVICES, COVERED WASTES AND GENERAL CONCEPT OF OPERATIONS**

#### **4.1 General Services**

The Contractor shall mobilize to the County of Cameron, establish an HTRW processing facility at a suitable site acceptable to the County Engineer and collect, characterize, package, transport and dispose of the wastes detailed in Section 4.2.

The Contractor shall prepare, maintain and make available to all competent authorities any and all records as may be necessary to document the proper handling, transportation and disposal of all materials (as specified herein) and the costs associated with providing these services.

#### 4.2 Covered Wastes

Hazardous, Toxic and Radiological Wastes (HTRW) including household hazardous waste (HHW), hazardous and toxic wastes found within public rights-of-way or on public property, low-level radiological wastes of the types found at small clinics and testing facilities, biological and medical wastes (including possibly infectious wastes), animal carcass wastes, petroleum products, compressed gases and other waste material or debris that requires special handling or disposal at specialized facilities.

Sources of such waste include the public rights-of-way, public property, designated Temporary Debris Storage and Reduction Sites (TDSR), designated drop off sites and other locations within Cameron County. The scope of work includes materials from residential, non-residential or unidentified sources that come to rest on County property. The scope does not include private property, industrial sites or government facilities operated by agencies other than County or municipal governments. The scope of work does not include explosives.

The Contractor's responsibility includes small disaster-related spills or discharges in the County rights-of-way or on public property. The Contractor's responsibility will not include removal of from navigable waters or areas that are the responsibility of State or Federal agencies.

Removal of materials from private property may be required when an imminent threat to human health and safety is present. The Contractor's responsibility will not include removal of such materials from private property unless specifically directed by the County Engineer.

#### 4.3 General Concept of Operations

The County has developed the following general concept of operations for the Contractor. This concept may be modified upon an evaluation of the post- disaster situation.

The Contractor shall mobilize all appropriate equipment and personnel to the Cameron County municipal area within 24 hours of receipt of the Notice to Proceed and have the HTRW processing site fully operational within 72 hours. The contractor must establish a self-sustaining base of operations and coordinate his efforts with the County Engineer or his designated representatives.

The County will implement a program of public information designed to assist the Contractor. The program will inform the public of the need to collect and place HHW at curbside, along rights-of-way or at designated drop-off or collection points. The County will, to the extent practicable, coordinate the public information program with the

Contractor to facilitate the efficient segregation, marking, placement and pick-up of the material.

The County will establish, in consultation with the Contractor, priorities for the collection of covered wastes. These priorities will generally be the collection of materials posing an imminent threat to public health and safety, materials whose release or potential release pose a threat to human health or the environment, materials within public rights-of-way and collection from curbside and TDSR sites.

The Contractor shall establish and implement a curbside collection program in consultation with the County as soon as public rights-of-way are cleared for traffic.

The Contractor shall receive HHW brought to the operations site by private citizens.

The Contractor shall allow the County or its representatives to oversee and assess the collection, characterization, packaging, transportation, and disposal of HTRW through spot inspections of records and field activities.

The Contractor shall respond to spills and the release of hazardous materials in public rights-of-way or other public property. Spill response will include the prevention of movement of materials into waterways or public rights-of-way, clean-up of spills and other releases, and notifying the County Engineer of any situation encountered that is beyond the Contractor's response capabilities.

The Contractor may conduct such recycling of materials as the Contractor is capable of accomplishing provided the recycling effort does not delay or interfere with the expeditious collection and disposal of HTRW from public rights-of-way and property. Recycling must be done at no cost to the County.

The Contractor shall maintain such records as are required by law or regulation, whether or not specific herein, so as to demonstrate lawful collection, handling, transportation and disposal of all materials. The Contractor shall also provide cost accounting information as may be required by the County.

The Contractor shall cooperate with the debris management contractor and TDSRS operators to facilitate the timely removal of HTRW from all TDSR sites. The Contractor shall make daily passes to each of the designated TDSR sites for collection of HTRW.

## **5.0 IMPLEMENTATION**

### **5.1 Training and Qualifications of Personnel**

The Contractor shall ensure that all personnel involved with this program are properly trained, qualified and certified at the level of expertise required for the proper performance of the specified tasks. Particular areas of concern are chemical compatibility, response to spills, first aid procedures and the requirements of 29CFR 1910.120.

Contractor personnel shall be trained in the proper procedures for identifying and managing hazardous, biological, medical and radiological wastes in accordance with applicable Federal and State regulations. The Contractor shall ensure that personnel are properly equipped with and trained to use any personal protective equipment appropriate to the safe handling of HTRW.

The Contractor shall have a medical surveillance program for personnel who will be handling or potentially exposed to HTRW wastes. The Contractor shall have appropriately trained and equipped personnel at the work site to detect and correct job-related risks or hazardous conditions.

The Contractor shall provide a two-person management team to participate in an annual disaster preparedness training program of not more than two days.

## 5.2 Safety and Spill Contingency Plans

The Contractor is responsible for assuring and maintaining safe working conditions and shall consider such factors as known hazards, volume of traffic and weather conditions when developing safety and operations plans.

### A. Safety

All operations must be performed in a safe manner in accordance with State and Federal regulations. Contractor shall operate all vehicles and equipment in a safe and effective manner. Special attention must be paid to the operation of collection trucks in residential areas following a natural disaster to preclude injury to recovery forces, residents and other persons in the area, particularly children.

The Contractor shall follow basic personal protection guidelines, which include but are not limited to the following:

- 1) Wearing of work uniforms, safety glasses/chemical splash goggles and safety shoes.
- 2) Wearing of chemical resistant gloves and coveralls/apron when handling waste materials.
- 3) Personnel packaging HTRW will require the appropriate level of protective gear, with the addition of a protective oversuit.
- 4) Ensuring that individual air-purifying respirators equipped with organic vapor/acid gas/high efficiency combination cartridges are available to and used by personnel who are opening any containers.
- 5) Segregation and packaging of liquid waste will require Tyvek coveralls/apron, chemical resistant gloves and boots. Additionally, respiratory protection and chemical goggles/face shield (if not using a full-face respirator) may be required.

- 6) Development, adherence to, enforcement of, and maintenance of a Site Safety Plan consistent with current OSHA requirements in 29CFR.
- 7) Ensuring that all personnel involved in HTRW operations are properly trained (HAZWOPER, etc.) and certified consistent with current OSHA requirements in 29CFR.

#### B. Spill Contingency Plan During Collection Operations

The Contractor is responsible for coordination of collection activities with emergency responders. A list of emergency response organizations shall be maintained at the Contractor's management facility and must include telephone numbers for TCEQ, ambulance and rescue services, and fire and police departments. Directions to the nearest hospital must be readily available to all personnel.

Emergency response requirements include but are not limited to the following:

##### 1) Worker Related Emergency

- The Contractor shall render minor first aid in situations of injury and exposure.
- The Contractor shall maintain a first aid kit with sufficient supplies to care for minor injuries and exposure.
- The Contractor shall provide an on-site personal eyewash station. In situations of inhalation of a toxic compound, the individual(s) must be removed to fresh air and transported to an emergency medical facility. Other personnel will be evacuated as necessary. If transportation/evacuation by the Contractor is not feasible, personnel will continue first aid treatment until medical personnel arrive.
- The Contractor shall have the equipment necessary to evaluate potentially radioactive materials.

##### 2) Waste Related Safety

- Waste related incidents include but are not limited to splashes, spills, fires, explosions, chemical reactions or releases of toxic gases or vapors, and radiation
- In a waste related emergency situation, the Contractor is responsible for assessing the situation and will initiate the appropriate action.
- The Contractor shall maintain on-site emergency spill response equipment including Class ABC dry chemical fire extinguishers, absorbent and shovels.
- Where appropriate, the Contractor shall restrict public access to the collection areas as deemed necessary.
- Collection areas shall be designated non-smoking and shall be posted with "No-Smoking" signs.

- Notification of State and local emergency agencies is the responsibility of the Contractor.

### 5.3 Generator Status and Acceptance for Disposal

The County will be deemed to be the "generator" of all wastes for the purposes of Texas and Federal laws, rules, and regulations. The Contractor will be responsible for complying with all applicable Federal and State laws, rules and regulations from the time the materials are picked up or accepted from others by the Contractor until the materials are accepted at the final disposal site(s).

The Contractor will ensure that all materials accepted for disposal are accepted at the final disposal site(s). In the event that wastes are refused by the selected disposal site, the Contractor is responsible for making the materials acceptable for disposal or locate a site that can accept them.

The Contractor will provide evidence of the lawful disposal of all materials in accordance with Section 5.16.

### 5.4 Indemnification and Hold Harmless

The Contractor shall indemnify, hold harmless and defend Cameron County, its officials, officers, agents and employees from any and all liabilities, claims, demands, actions, losses, damages and costs, including all costs of defense thereof, of any nature whatsoever, for injury to or death of persons or loss or damage to property, or for any other reason (except for those resulting from the negligence of the County's officials, officers, agents, and employees) occurring on the premises or in any manner arising out of or connected with Contractor's contractual obligations, including any claims, liabilities and actions based upon the acts or omissions of Contractor's officers, agents and employees.

### 5.5 General Rules Governing Personnel Handling HTRW

Eating, drinking and smoking are strictly prohibited at active work locations.

All atmosphere-supplied respiratory devices must meet at least the requirements of the specifications for Grade D breathing air as described in the Compressed Gas Association Commodity Specification G-7.1-1966.

If evacuation is necessary, the Contractor shall ensure that:

- 1) All on-site personnel are immediately alerted.
- 2) All on-site personnel evacuated to pre-designated areas identified in the emergency plans.
- 3) All personnel who have duties at the site are accounted for.

No person may be assigned to a task that requires the use of respiratory protection until they are determined by a physician to be physically capable of using such devices and then properly trained and certified in the use of the equipment.

Beards, facial hair and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection, including Contractor, County staff, visitors, volunteers, State and Federal representatives.

Parking of non-essential vehicles outside of the designated parking area at the processing site is prohibited.

The Contractor will have the authority to remove anyone from the collection site and prohibit their re-entry if the Contractor determines that the person is not properly qualified and equipped to be there or if the person threatens site safety and/or security.

All personnel shall observe the County's and Contractor's drug and alcohol policies.

#### 5.6 Site and Operational Security

The Contractor is responsible for all activities at the facility identified for accepting, storing, processing and recycling of HTRW. The facility shall be secured daily at closing by locking all samples, packaged chemicals, site materials, emergency equipment, etc., in appropriate storage or containment structures.

Any storage building or transport trailer containing collected wastes must be appropriately marked and placarded.

#### 5.7 Identification, Testing and Processing Procedures

The Contractor shall work with the County Engineer or his representatives in assessing the volumes, types and locations of HTRW located within the County following a hurricane.

The Contractor shall be responsible for identifying, classifying and segregating waste for proper packaging, transportation and disposal.

The Contractor shall test waste or have it tested to the extent necessary or practical for packaging and transport according to United States Department of Transportation (DOT) hazard classes and disposal requirements. The Contractor will provide equipment for use on-site to identify and categorize waste for disposal.

The Contractor shall make an initial determination, where possible, if the material can be classified and whether it is safe to transport.

The Contractor shall maintain complete and proper records of the types and quantities of materials collected, where and when they were collected and, where it is possible to determine such, the original generator or source of the materials.

## 5.8 Collection

### 5.8.1 General Collection Procedures

The Contractor shall be responsible for responding to the collection requirements based on priorities established by the County Engineer.

The Contractor shall be responsible for collecting debris from curbside, County rights-of-way, all TDSR sites and from private property when specifically authorized by the County Engineer due to an imminent threat to human health and safety.

The Contractor shall take appropriate measures to contain any wastes that cannot be effectively removed and which might spread or cause additional hazards.

The Contractor shall collect HTRW only during daylight hours.

The Contractor shall collect hazardous waste in accordance with a schedule developed in concert with the County Engineer. In general, it is anticipated that the Contractor will make a minimum of three passes through the various communities in the County:

- Initial pass - within 72 hours of being notified by the County that a street, block or populated area of the County is cleared
- Second pass - approximately one week later
- Third pass - approximately three weeks after the second pass

The Contractor shall make daily passes to each of the designated TDSR sites or citizen drop-off points for collection of HTRW.

Contractor will not have to canvass the entire County road system, but will be directed to specific sites in rural areas as the need for removal of hazardous materials is identified.

The Contractor shall provide for communication with all vehicles during daily operations.

The Contractor is encouraged to provide appropriate recycling or beneficial reuse of materials, where practical. The preferred method of waste management is recycling or reuse followed by RCRA incineration or chemical treatment. Recycling and reuse of material, however, must not interfere with the timely and efficient removal of HTRW from public spaces. Land disposal is to be minimized to the extent possible.

During curbside pick-up of HHW, the Contractor may consolidate packages into lab packs or over-packs. Bulking or mixing of materials will not be allowed at curbside.

### 5.8.2 Provision for Shipping Containers

The Contractor shall provide containers and packaging for shipping hazardous wastes that meet all applicable State and Federal transportation and disposal requirements. Shipping containers shall, to the maximum extent possible, conform to the container sizes listed in the Price Proposal Form (Exhibit A) portion of this Contract.

#### 5.8.3 Other Pre-Shipment Tasks

The Contractor shall utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment must be in accordance with applicable DOT and TCEQ regulations regarding packaging, labeling, marking and display of placards.

### 5.9 Transportation

Contractor shall establish procedures for transportation of materials in accordance with all applicable Federal and State requirements concerning the transportation of HTRW. Such procedures shall be designed to ensure the prevention of loss of material and the efficient movement of material to the temporary storage/processing site and to the final disposal site.

#### 5.10 Temporary Storage/Processing Site

The Contractor shall establish a temporary storage and processing facility for the segregation and recycling of HTRW in conformance with all applicable Federal and State requirements. The site must be acceptable to the County Engineer.

Immediately upon gaining access to the site and before conducting any operations, the Contractor shall obtain soil and groundwater samples at locations deemed suitable by the County Engineer, to establish baseline criteria of the soil and water at the site and identify any background levels of contaminants. A minimum of 20 soil sampling sites and 10 groundwater sampling sites will be identified. The Contractor shall initiate any follow-up sampling and analysis deemed necessary by the County Engineer. Upon completion of the project work, the Contractor shall obtain additional soil and groundwater samples from the same locations and any others deemed appropriate by the County Engineer, and submit those for analysis by the same laboratory. Copies of all reports and analyses shall be provided to the County Engineer immediately upon receipt. The Contractor may be held liable for any site contamination caused by his/her activities at the site.

The Contractor shall establish a program for temporary storage and processing of HTRW that protects the site from contamination, provides for appropriate worker safety, establishes effective recycling and materials segregation procedures, and properly protects, secures, packages and prepares for shipment all materials taken to the site.

#### 5.11 Testing

The Contractor shall conduct testing of materials for appropriately classifying, segregating, packaging, transporting and disposing of HTRW. Such testing shall be designed to ensure that incompatible materials are not commingled, ensure the efficient packaging of similar materials and provide information necessary to select appropriate disposal sites. Testing shall take place only at the approved storage/processing site.

#### 5.12 Batch Processing

Batch processing of materials will be allowed by the Contractor in the interest of time and cost-effectiveness. As a matter of public safety, batch processing will be allowed only at the storage/processing site. Batch processing at any other location is prohibited. In cases where batch processing is undertaken, the Contractor will characterize the materials, record the nature of the materials and segregate by grouping materials of the same hazard characteristics.

#### 5.13 Preparation of Material for Transport

The Contractor shall supply all necessary technical personnel, labor, equipment and materials to properly collect, categorize, package, mark, label, and load for transport all HTRW collected.

The Contractor shall, to the extent practicable, remove and segregate all HTRW. Following receipt of the material, the Contractor's chemist will check each container for proper labeling and identification. If the container is properly identified, the material will be segregated according to hazard class and prepared for packaging.

Once materials are properly identified, the Contractor shall recheck them for compatibility, list the contents on the drum container sheets, and pack the materials into drums or other appropriate containers.

All drums will be packed by the Contractor according to EPA and DOT guidelines for proper transportation, storage and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and placed in a drum bound with a steel band and bolt or placed in a drum or other acceptable container that is sealed. The drum or container must be filled with lightweight, inert absorbent, sufficient to contain the entire volume of waste. DOT shipping information, hazard labels, EPA codes and a packing slip will be placed on the drum. The drums will then be given a specific Contractor code number.

The Contractor shall place the properly packaged, labeled and manifested drums in a trailer, or other sealed container, for storage prior to transportation to a licensed storage facility. The load will be transported in fully permitted trucks, rail cars or other authorized vehicles. The ultimate disposal of the hazardous waste will take place at federally permitted hazardous waste sites previously identified to, and approved by, the County.

#### 5.14 Transportation for Disposal

All materials shall be transported in DOT-approved vessels or vehicles. All materials shall be transported in accordance with applicable Federal and State regulations.

#### 5.15 Disposal

All HTRW shall be disposed of lawfully in a properly permitted facility.

All HTRW shall be disposed of in accordance with applicable Federal and State regulations. The Contractor shall provide the County with the name, location and facility permit number of all disposal facilities prior to the shipment of any HTRW.

#### 5.16 Record Keeping

The Contractor must properly prepare and maintain all manifests and destruction documents.

The Contractor shall provide certificates of disposal showing container numbers, types and volumes of materials for all waste and methods of disposal. Copies of all manifests must be provided to the County.

Copies of certificates of destruction for all wastes taken from within the County under this contract must be provided to the County.

#### 5.17 Contractor-Created Releases

The Contractor is wholly responsible for the cleanup and any associated costs for any and all releases of hazardous or toxic materials that occur as a result of the Contractor's activities at the pick-up sites, at the storage/processing site, during transportation or at a disposal facility. Provisions for response and cleanup will be made according to the requirements of Section 5.2.B. The Contractor will clean up such spills, at his expense, in accordance with State and Federal regulations and verify that the cleanup meets applicable standards. The County reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this Contract.

### **6.0 DAILY REPORTS**

In order to track progress in removing disaster generated HTRW, the Contractor shall submit a daily report detailing progress in collecting and disposing of HTRW. The report will be made in writing to the County Engineer by 11:00 AM on the day following that on which the work was performed.

The daily report shall include:

- a. Areas of the County where HTRW was collected.
- b. To the maximum extent practicable, an itemized list of waste quantities collected, transported, and disposed of. This list must be separated by disposal method and site.
- c. A description of any areas of concern or potential difficulties in performing such programs in the future including recommendations for modification to collection procedures.
- d. Letters or Certificates of Disposal/Destruction demonstrating proper disposal of hazardous wastes.

## **7.0 ADDITIONAL REQUIREMENTS**

The Contractor shall allow the County Engineer or his designated representatives to visit and inspect the collection activities, storage/processing site and all disposal facilities and to review, examine and obtain copies of all records associated with work on the project.

The Contractor shall submit reports detailing the breakdown of the costs for supplies, collection, transportation and disposal. The report shall be filed within thirty (30) days of completing the disposal process for any and all wastes accepted during a collection event. The Contractor shall submit all cost accounting data that may be required by the County.

## **8.0 FEES AND PAYMENT**

Invoices shall be submitted in accordance with the unit prices and disposal requirements specified in this Contract. Any special requirements generating the need for additional fees must be approved by the County prior to such expenditure.

Ten percent (10%) of the total Contract amount for any given collection event will be retained by the County until the satisfactory completion of all waste disposal activities, including the receipt by the County of the reports specified in Section 5.16. The Contractor shall provide all documents pertaining to the disposition of all HTRW including but not limited to shipping manifests, bills of lading, disposal certificates, certificates of destruction, certificates of recycle, land ban forms and waste characterization forms. Within thirty (30) days of receipt of this information, the County will pay the full retained amount for the given collection event. If, however, any questions arise as to the disposition of any waste, the County will withhold payment until the questions are resolved as specified in this proposal.

## **9.0 CONTRACTOR PERFORMANCE REVIEW**

The County will periodically review the performance of the Contractor with regard to timeliness, efficiency, effectiveness of reporting and daily communications, safety, billing and overall performance. A final performance review will take place between thirty (30) and sixty (60) days following the end of the contract term.

Both parties will be given the opportunity to address specification conformance, market conditions and other factors affecting the HTRW collection and disposal.

## **B. REGULATORY CITATIONS**

Contractors will collect, characterize, transport and dispose of all HTRW in accordance with applicable federal and state regulations. The following, is a general list of material types with their respective EPA and TCEQ regulatory citations.

<b>Material Type</b>	<b>EPA Citation</b>	<b>TCEQ Citation</b>
----------------------	---------------------	----------------------

---

---

Toxic	40 CFR 710-720, 761-763	Title 30 Part 1 Chapter 330
Hazardous	40 CFR 261 40	Title 30 Part 1 Chapter 330
Household Hazardous	CFR 261 40	Title 30 Part 1 Chapter 335
Radioactive	CFR 190-195 40	Title 30 Part 1 Chapter 336
Petroleum	CFR 279 40	Title 30 Part 1 Chapter 343
Asbestos	CFR 763 40	Title 30 Part 1 Chapter 330
Polychlorinated Biphenyls	CFR 761	Title 30 Part 1 Chapter 330

**NOTE: This is a partial list of regulatory citations which pertain to some of the major types of HTRW which are likely to be encountered in a post-disaster situation. This information has been provided solely as a reference to assist in the Proposer in preparing the submittal.**

## **EXHIBIT A: PRICE PROPOSAL**

### **COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

IN ORDER TO BE CONSIDERED RESPONSIVE, A PRICE PROPOSAL MUST ACCOMPANY THE RESPONSE TO THIS RFP.

THE PRICE PROPOSAL MUST:

- Be in the form and format shown in the Price Proposal Form in this Exhibit A
- Be accompanied by References in the format shown in Attachment A hereto
- Be accompanied by an Affidavit in the format shown in Attachment B hereto
- Be accompanied by Residence Certification in the format shown in Attachment C

### **ALTERNATIVE PROPOSAL OPPORTUNITY**

Cameron County is also issuing a Request for Proposals for:

**DEBRIS MANAGEMENT – REMOVAL & DISPOSAL POST-HURRICANE /DISASTER RECOVERY OPERATIONS.**

A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects, provided that:

5. Proposer MUST obtain the Requests for Proposals for both projects;
6. Proposer MUST submit complete responses to both RFPs individually, satisfying all requirements for each individual RFP and submitting all required documentation, including fully executed Price Proposals in the specified formats for each RFP independently;
7. Proposer MUST submit additional documentation to address his/her capabilities to perform both projects simultaneously and to demonstrate how that will benefit Cameron County; and,
8. Proposer must submit a Price Proposal Summary Sheet that reflects the total proposed price for performing both projects simultaneously.

NOTE: Proposer's submitting responses to the RFPs for both projects WILL NOT receive preferential consideration and proposers responding to only one of the project RFPs will not be penalized. Consideration of combined proposals will not be initiated until evaluation of all individual proposals is completed and the best qualified proposers in terms of qualifications, experience and price have been identified.

Cameron County MAY, at the County's sole discretion, select a single Proposer for both projects, provided that:

5. The County determines that it is in the County's best interests to do so;
6. When evaluated against all other fully qualified proposers for each project individually, the Proposer is deemed best qualified to perform the services required for each project individually;
7. When evaluated against all other Price Proposals submitted by fully qualified proposers for each project individually, the Proposer's Price Proposals are found to be reasonable and competitive; and,
8. The County Engineer concludes that the Proposer is best qualified to provide all of the required services for both projects and can do so in a manner and at a combined price that provides substantial advantages for the County.

**PRICE PROPOSAL**

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

Proposal of, \_\_\_\_\_  
a Corporation organized and existing under the laws of the State of \_\_\_\_\_

Or

a Partnership or Individual doing business as \_\_\_\_\_

**TO: The County of Cameron, Texas**

Gentlemen:

The undersigned hereby proposes to furnish all labor, equipment, materials, tools, and services necessary for the categorization, packaging, transportation and disposal of Hazardous Toxic and Radiological Wastes (HTRW), and to perform the work required for:

**COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND  
DISPOSAL OF HAZARDOUS WASTE DURING  
POST-HURRICANE/DISASTER RECOVERY OPERATIONS**

at the locations set out by the Contract Provisions and Specifications and in strict accordance with the contract documents for the following prices, to-wit: **Collection, Characterization, Packaging, Transportation and Disposal of Hazardous Waste For Post-Hurricane/Disaster Recovery Operations in Cameron County.**

## QUANTITY AND PRICE SHEET

### LIQUID HAZARDOUS WASTES:

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
1	55 Gallon	Incineration	\$	300	\$
2	55 Gallon	Injection	\$	40	\$
3	85 Gallon	Incineration	\$	80	\$
4	85 Gallon	Injection	\$	8	\$
5	Vacuum Truck 2,800 Gallons	Injection	\$	4	\$
6	Vacuum Truck 2,800 Gallons	Recycle Oil	\$	4	\$
7	Vacuum Truck 2,800 Gallons	Incineration	\$	4	\$
8			\$		
9			\$		
10			\$		
11			\$		
12			\$		
<b>SUBTOTAL (ITEMS 1 THROUGH 12)</b>				<b>60,000 Gallons</b>	<b>\$</b>

### DRY HAZARDOUS WASTES:

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units *	Extended Price
13	Roll Off Box	Landfill	\$	20	\$
14			\$		
15			\$		
16			\$		
<b>SUBTOTAL (ITEMS 13 THROUGH 16)</b>				<b>200,000 Pounds</b>	<b>\$</b>

**MOBILIZATION, PREPARATION OF PLANS, AND DOCUMENTATION**

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
17	Mobilize Personnel & Equipment	N/A See Notes	\$	1	\$
18	Work Plan Preparation	N/A See Notes	\$	1	\$
19	Health & Safety Plan Preparation	N/A See Notes	\$	1	\$
20	Daily Project Documentation	N/A See Notes	\$	90 Work Days	\$
21	Waste Categorization	Liquid See Notes	\$		\$
22	Waste Categorization	Dry See Notes	\$		\$
23	Sampling	Liquid See Notes	\$		\$
24	Sampling	Dry See Notes	\$		\$
25	Analysis	Liquid See Notes	\$		\$
26	Analysis	Dry See Notes	\$		\$
28			\$		
28			\$		
<b>SUBTOTAL (ITEMS 17 THROUGH 28)</b>					\$

**SET UP TEMPORARY WASTE PROCESSING SITE.** Approximately 300' x 300', including perimeter fencing; 3 bermed and lined waste segregation areas (approx. 50' x 50' each), temporary sanitation facilities, temporary power and lighting equipment, decontamination station, all necessary ancillary equipment, and pre-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

Bid Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
29			\$	1	\$
30			\$		
31			\$		
<b>SUBTOTAL (ITEMS 29 THROUGH 31)</b>					\$

**CLOSE OUT TEMPORARY WASTE PROCESSING SITE.** Including removal of all equipment and appurtenances and post-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

Bid Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
32			\$	1	\$
33			\$		
34			\$		
<b>SUBTOTAL (ITEMS 32 THROUGH 34)</b>					\$

**PICK UP OF HAZARDOUS WASTE AND TRANSPORTATION OF THAT WASTE TO THE PROCESSING SITE.** Including personnel and equipment. Assume 4-person crews, 10 hour workdays for 90 consecutive days:

Bid Item	Pickup and Transportation of HTRW 4-person crew, 10 hr/day, 90 consecutive days	Unit Price	Estimated Number of Units	Extended Price
35		\$	1	\$
36		\$		
37		\$		
<b>SUBTOTAL (ITEMS 35 THROUGH 37)</b>				\$

<b>BID TOTAL (ITEMS 1 THROUGH 37)</b>				\$
---------------------------------------	--	--	--	----

**Notes:**

1. The estimate amount of waste for the project is based on an event impacting 20,000 households at 3 gallons of liquid and 10 pounds of dry HTRW generated per impacted household, for a total of 60,000 gallons of liquid waste and 200,000 pounds of dry waste.
2. The Estimated Number of Units is defined by number of containers/truckloads needed to dispose of the liquid and dry wastes via the disposal methods specified. Proposers may propose unit prices and estimated quantities for other methods of disposal; however, prices for all items shown on the form must still be provided as they will be the primary basis for comparisons.
3. Vacuum truck capacity is defined as approximately 2,800 gallons or 50 barrels
4. Roll off box capacity is defined as approximately 10,000 pounds or 20 cubic yards
5. Line items for Mobilization, Preparation of Plans and Documentation should reflect expected costs in those areas for what Contractor actually expects to supply. If those costs are

included in disposal rates, Contractor should so state.

6. Line items for Waste Categorization, Sampling and Analysis should be indicated for specific materials Contractor expects to encounter (paints, solvents, pesticides, etc.) Use as many lines as necessary. If costs are included in disposal rates, Contractor should so indicate.
7. Contractor may add other line items in any block for services he/she feels should be identified individually; however, those prices are not to be extended into the bid total column and they will not be considered for bid evaluation purposes.

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Provisions and Specifications and the County's Standard Form of Contract and the contract documents relating to the work covered by his/her bid, that he agrees to do the work, and that he understands that the representations made by the County are in no sense a warranty but are mere estimates for the guidance of the Contractor.

**Performance and Payment Bonds:** Upon notification of award of contract, we will execute the formal contract within ten (10) calendar days. Upon receipt of written work order (Notice to Proceed), we will submit performance and payment bonds within 72 hours. The bid bond attached, in the amount of 5% of the highest amount bid, is to become the property of the County of Cameron in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional work caused thereby.

**Minority/Minority Business Enterprise (MBE) Participation:** Upon notification of award of contract, within 2 days (5 days for Contractors outside Cameron County) of receipt of bids, submit to the County Engineer, in writing, the names and addresses of MBE firms participating in the contract.

**Number of Signed Sets of Documents:** The contract and all bonds will be prepared in not less than 7 counterparts (original signed) sets.

**Time of Completion:** The undersigned agrees to complete the work within 90 days from the date designated by a Work Order.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):

Respectfully submitted:

Company Name:

Address:

Telephone & Fax Numbers:

Submitter's Name & Title:

(SEAL - If Bidder is Corporation)

**ALTERNATE (COMBINED) PRICE PROPOSAL FORM**

**FOR: CONSIDERATION OF SINGLE VENDOR AWARD FOR BOTH PROPOSALS - DEBRIS MANAGEMENT – REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER RECOVERY OPERATIONS – CAMERON COUNTY, TEXAS – RFP NO. 1452A1 AND COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS – RFP # 1452A3**

**PART A – Volume based pricing for 2,000,000 cubic yard debris disaster**

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
<b>1.0 Debris Removal and Disposal Operations</b>				
1.1 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Storage and Reduction (TDSR) site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 1.2., 1.3 or 1.4).	1,000,000	CY		
1.2 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Storage and Reduction (TDSR) site or Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 1.3 or 1.4).	1,000,000	CY		
1.3 Pickup from temporary debris transfer sites, if established, and hauling to a designated Disposal Facility 31.0 to 60.0 miles away (one-way miles). Volume reduction will not take place. (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 1.4).	500,000	CY		
1.4 Pickup from a Temporary Debris Transfer site and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles). Volume reduction will not take place.	500,000	CY		

<b>2.0 Removal and Disposal of Stumps and Hazardous Limbs</b>				
2.1 Extract, remove and dispose of the eligible stump and root ball and back filling of the root cavity with compacted soil of trees that are not uprooted and larger than 24 inches in diameter (measured two feet from the ground). Stumps must have more than 50% of their root ball exposed. Stumps placed along maintained Rights of Way by others will be paid under Items 1.1 through 1.4 above. (See NOTE 2 below).	500	Each		
2.2 Removal and disposal of hazardous hanging limbs greater than 2 inches in diameter.	1,000	Each Tree		
<b>3.0 Temporary Debris Storage and Reduction Site Operations</b>				
3.1 Temporary Debris Management Site operation, debris acceptance, pile management, and material loading for transport. Price includes construction of inspection towers as specified in the scope of work.	2,000,000	CY		
3.2 Volume reduction of debris through grinding and/or chipping. (See NOTE 3 below)	1,000,000	CY		
3.3 Volume reduction through air curtain incineration. (See NOTE 3 below)	1,000.000	CY		
3.4 Pre-use Baseline soil and groundwater sampling and post-use Follow-Up sampling at 20 soil sample sites and 10 groundwater sample sites	40 soil samples & 20 water samples	EACH		
<b>4.0 Contractual costs</b>				
4.1 Bonding				
4.2 Preparation of operations plans				
4.3 Project management & documentation costs				
4.4 Other (specify)				
<b>5.0 Grand Total</b>				

**NOTES:**

1. Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of ensuring consistency in evaluations of proposals. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.
2. Stumps less than 24 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.1 through 1.4. Removal and disposal of all stumps, regardless of shape, size or weight, that are placed on the rights-of-way by others (i.e. contractors did not extract them from public property or property of eligible Private Non Profit organizations) will be at the unit cost rate (Items 1.1 through 1.4) for regular debris using the Stump Conversion Table shown below which was develop by FEMA.
3. To determine the cubic yards for grinding or burning stumps with root balls greater than 24 inches in diameter, the CONTRACTOR shall count the number of stumps and based on their diameter, use the table below to convert to cubic yards. This calculated volume related to stumps greater than 24 inches in diameter can be added to the volume of other debris for purposes of reduction and payment under Items 3.2 (Grinding) and 3.3 (Incineration).

**STUMP CONVERSION TABLE**

<b>Stump Diameter (Inches)</b>	<b>Cubic Yards</b>	<b>Stump Diameter (Inches)</b>	<b>Cubic Yards</b>	<b>Stump Diameter (Inches)</b>	<b>Cubic Yards</b>
6	0.3	33	7.8	60	25.8
7	0.4	34	8.3	61	26.7
8	0.5	35	8.8	62	27.6
9	0.6	36	9.3	63	28.4
10	0.7	37	9.8	64	29.4
11	0.9	38	10.3	65	30.3
12	1	39	10.9	66	31.2
13	1.2	40	11.5	67	32.2
14	1.4	41	12	68	33.1
15	1.6	42	12.6	69	34.1
16	1.8	43	13.3	70	35.1
17	2.1	44	13.9	71	36.1
18	2.3	45	14.5	72	37.2
19	2.6	46	15.2	73	38.2
20	2.9	47	15.8	74	39.2
21	3.2	48	16.5	75	40.3
22	3.5	49	17.2	76	41.4
23	3.8	50	17.9	77	42.5
24	4.1	51	18.6	78	43.6
25	4.5	52	19.4	79	44.7
26	4.8	53	20.1	80	45.9
27	5.2	54	20.9	81	47

28	5.6	55	21.7	82	48.2
29	6	56	22.5	83	49.4
30	6.5	57	23.3	84	50.6
31	6.9	58	24.1		
32	7.3	59	24.9		

**Part B – Hourly Prices**

<b>For Temporary Debris Storage and Reduction Site Set-up and Closure and Debris Clearance for First 70 Hours</b>			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner			
Air Curtain Refractory Incinerator			
Bobcat Loader			
Bucket Truck w/Operator			
Chipper/Mulcher (8" throat)			
Chipper/Mulcher (12" throat)			
Crash Truck w/Impact Attenuator			
Crew Foreman w/Cell Phone and Pickup			
Dozer, Tracked, D5 or similar			
Dozer, Tracked, D6 or similar			
Dozer, Tracked, D7 or similar			
Dozer, Tracked, D8 or similar			
Dump Truck, 16 CY-20 CY			
Dump Truck, 21 CY-30 CY			
Generator and Lighting			
Grader w/12' Blade			
Hydraulic Excavator, 1.5 CY			
Hydraulic Excavator, 2.5 CY			
Knuckleboom Loader			
Laborer w/Chain Saw			
Laborer w/small tools, traffic control, flag person			
Lowboy Trailer w/Tractor			
Log Skidder			
<b>Mobile Crane (Adequate for hanging limbs/leaning trees)</b>			
Operations Manager w/Cell Phone and Pickup			
Pickup Truck, .5 Ton			

**For Temporary Debris Storage and Reduction Site Set-up and Closure  
and Debris Clearance for Access in First 70 Hours**

**Equipment and Labor Rates**

<b>Equipment Type</b>	<b>Hourly Equipment Rate</b>	<b>Hourly Labor Rate</b>	<b>Total Hourly Rate</b>
Soil Compactor 80 HP			
Soil Compactor 81 HP+			
Soil Compactor, Towed Unit			
Stump Grinder 30" diameter or less			
Stump Grinder greater than 30" diameter			
Traffic Control, Temporary Single Lane Closure			
Traffic Control, Temporary Road Closure			
Tree Climber s/Chainsaw			
Truck, Flatbed			
Tub Grinder, 800 to 1,000 HP			
Waste Collection Rear Loader Truck			
Water Truck			
Wheel Loader, 2.5 CY, 950 or similar			
Wheel Loader, 3.5 – 4.0 CY, 966 or similar			
Wheel Loader, 4.5 CY, 980 or similar			
Wheel Loader-Backhoe, 1.0 – 1.5 CY			
Other – Please List			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to debris management site operations that are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from public property and public maintained Rights-of-Way, which are included under Part A.

**ALTERNATE (COMBINED) PRICE PROPOSAL FORM**  
**FOR: CONSIDERATION OF SINGLE VENDOR AWARD FOR BOTH PROPOSALS**  
**- DEBRIS MANAGEMENT – REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER**  
**RECOVERY OPERATIONS – CAMERON COUNTY, TEXAS – RFP NO. 1452A1 AND**  
**COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL**  
**OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY**  
**OPERATIONS – RFP # 1452A3**

**QUANTITY AND PRICE SHEET**

**LIQUID HAZARDOUS WASTES:**

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
1	55 Gallon	Incineration	\$	300	\$
2	55 Gallon	Injection	\$	40	\$
3	85 Gallon	Incineration	\$	80	\$
4	85 Gallon	Injection	\$	8	\$
5	Vacuum Truck 2,800 Gallons	Injection	\$	4	\$
6	Vacuum Truck 2,800 Gallons	Recycle Oil	\$	4	\$
7	Vacuum Truck 2,800 Gallons	Incineration	\$	4	\$
8			\$		
9			\$		
10			\$		
11			\$		
12			\$		
<b>SUBTOTAL (ITEMS 1 THROUGH 12)</b>				<b>60,000 Gallons</b>	<b>\$</b>

**DRY HAZARDOUS WASTES:**

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units *	Extended Price
13	Roll Off Box	Landfill	\$	20	\$
14			\$		
15			\$		
16			\$		
<b>SUBTOTAL (ITEMS 13 THROUGH 16)</b>				<b>200,000 Pounds</b>	<b>\$</b>

**MOBILIZATION, PREPARATION OF PLANS, AND DOCUMENTATION**

Bid Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
17	Mobilize Personnel & Equipment	N/A See Notes	\$	1	\$
18	Work Plan Preparation	N/A See Notes	\$	1	\$
19	Health & Safety Plan Preparation	N/A See Notes	\$	1	\$
20	Daily Project Documentation	N/A See Notes	\$	90 Work Days	\$
21	Waste Categorization	Liquid See Notes	\$		\$
22	Waste Categorization	Dry See Notes	\$		\$
23	Sampling	Liquid See Notes	\$		\$
24	Sampling	Dry See Notes	\$		\$
25	Analysis	Liquid See Notes	\$		\$
26	Analysis	Dry See Notes	\$		\$
28			\$		
28			\$		
<b>SUBTOTAL (ITEMS 17 THROUGH 28)</b>					\$

**SET UP TEMPORARY WASTE PROCESSING SITE.** Approximately 300' x 300', including perimeter fencing; 3 bermed and lined waste segregation areas (approx. 50' x 50' each), temporary sanitation facilities, temporary power and lighting equipment, decontamination station, all necessary ancillary equipment, and pre-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

Bid Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
29			\$	1	\$
30			\$		
31			\$		
<b>SUBTOTAL (ITEMS 29 THROUGH 31)</b>					\$

**CLOSE OUT TEMPORARY WASTE PROCESSING SITE.** Including removal of all equipment and appurtenances and post-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

Bid Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
32			\$	1	\$
33			\$		
34			\$		
<b>SUBTOTAL (ITEMS 32 THROUGH 34)</b>					\$

**PICK UP OF HAZARDOUS WASTE AND TRANSPORTATION OF THAT WASTE TO THE PROCESSING SITE.** Including personnel and equipment. Assume 4-person crews, 10 hour workdays for 90 consecutive days:

Bid Item	Pickup and Transportation of HTRW 4-person crew, 10 hr/day, 90 consecutive days	Unit Price	Estimated Number of Units	Extended Price
35		\$	1	\$
36		\$		
37		\$		
<b>SUBTOTAL (ITEMS 35 THROUGH 37)</b>				\$

<b>BID TOTAL (ITEMS 1 THROUGH 37)</b>				\$
---------------------------------------	--	--	--	----

**Notes:**

8. The estimate amount of waste for the project is based on an event impacting 20,000 households at 3 gallons of liquid and 10 pounds of dry HTRW generated per impacted household, for a total of 60,000 gallons of liquid waste and 200,000 pounds of dry waste.
9. The Estimated Number of Units is defined by number of containers/truckloads needed to dispose of the liquid and dry wastes via the disposal methods specified. Proposers may propose unit prices and estimated quantities for other methods of disposal; however, prices for all items shown on the form must still be provided as they will be the primary basis for comparisons.
10. Vacuum truck capacity is defined as approximately 2,800 gallons or 50 barrels
11. Roll off box capacity is defined as approximately 10,000 pounds or 20 cubic yards

12. Line items for Mobilization, Preparation of Plans and Documentation should reflect expected costs in those areas for what Contractor actually expects to supply. If those costs are included in disposal rates, Contractor should so state.
13. Line items for Waste Categorization, Sampling and Analysis should be indicated for specific materials Contractor expects to encounter (paints, solvents, pesticides, etc.) Use as many lines as necessary. If costs are included in disposal rates, Contractor should so indicate.
14. Contractor may add other line items in any block for services he/she feels should be identified individually; however, those prices are not to be extended into the bid total column and they will not be considered for bid evaluation purposes.

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Provisions and Specifications and the County's Standard Form of Contract and the contract documents relating to the work covered by his/her bid, that he agrees to do the work, and that he understands that the representations made by the County are in no sense a warranty but are mere estimates for the guidance of the Contractor.

**Performance and Payment Bonds:** Upon notification of award of contract, we will execute the formal contract within ten (10) calendar days. Upon receipt of written work order (Notice to Proceed), we will submit performance and payment bonds within 72 hours. The bid bond attached, in the amount of 5% of the highest amount bid, is to become the property of the County of Cameron in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional work caused thereby.

**Minority/Minority Business Enterprise (MBE) Participation:** Upon notification of award of contract, within 2 days (5 days for Contractors outside Cameron County) of receipt of bids, submit to the County Engineer, in writing, the names and addresses of MBE firms participating in the contract.

**Number of Signed Sets of Documents:** The contract and all bonds will be prepared in not less than 7 counterparts (original signed) sets.

**Time of Completion:** The undersigned agrees to complete the work within 90 days from the date designated by a Work Order.

The undersigned further declares that he will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

Receipt of the following addenda is acknowledged (addenda number):  
Respectfully submitted:

Company Name:

Address:

Telephone & Fax Numbers:

Submitter's Name & Title:

(SEAL - If Bidder is Corporation)

# EXHIBIT B: CAMERON COUNTY CONTRACTS

RFP NO. 1452A3

## COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS

### STANDARD FORM OF CONTRACT

STATE OF TEXAS

COUNTY OF  
CAMERON

THIS CONTRACT, MADE AND ENTERED INTO THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., by and between the County of Cameron thereunto duly authorized so to do, hereinafter termed "County", and \_\_\_\_\_, hereinafter termed "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the bond bearing every date herewith, the Contractor, hereby agrees with County, to commence and complete **COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION, AND DISPOSAL OF HAZARDOUS WASTE FOR POST-HURRICANE/DISASTER RECOVERY OPERATIONS**, and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and in accordance with the Plans, which include all maps or written explanatory matter thereof, and the specifications therefore, together with the Contractor's written approval, and the General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within 24 hours after the date written notice to do so shall have been given to him, and to substantially complete same within 90 calendar days, after the date of the written notice to commence work.

The County agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the price proposal submitted therefore, subject to additions and

deductions as provided in the General Conditions of the Contract, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.

This Contract shall remain in effect for a period of five (5) years, with annual re-qualification and price adjustment in accordance with the Contract Documents. The County reserves the right to not initiate work under this Contract. Either party may terminate this Contract prior to the five (5) year time period without cause by giving ten (10) days written notice to the other party of its intention to terminate the Contract.

Due to the nature of this Contract, the County does not guarantee a minimum or maximum volume of work.

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. This Contract may be amended, provided that no amendment, modification, or alteration of the terms of this Contract shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, and Cameron County Engineer, 1390 West Expr. 83, San Benito, TX., or at such other address as the COUNTY may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: \_\_\_\_\_ or at such other address as said Contractor may otherwise designate in writing.

This Contract shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in quadruplicate in the year and day first above written.

(Contractor) (County)

Cameron County Judge

ATTESTED BY:

\_\_\_\_\_, County Clerk

RFP Title \_\_\_\_\_

Proposer's Name \_\_\_\_\_

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

***THIS FORM MUST BE RETURNED WITH YOUR RFP.***

**REFERENCE ONE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

**REFERENCE TWO**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

**REFERENCE THREE**

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

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

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

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

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

**Attachment B: Price Affidavit**

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

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

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

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

Name and Address of Proposer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_  
Signature \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Attachment C: Residence Certification**

**RESIDENCE CERTIFICATION**

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

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

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

I certify that \_\_\_\_\_ is a Resident

(Company Name)

Proposer of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident

(Company Name)

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

(City and State)

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

**Attachment D**

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

**FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.**

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

---

---

---

---

---

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

---

---

---

---

\_\_\_\_\_  
Signature of person submitting this RFP

\_\_\_\_\_  
Date

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

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners' court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s: Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

**Certification Regarding Debarment, Suspension Ineligibility**

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

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

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

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

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

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

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

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

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

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number

\_\_\_\_\_

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

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

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

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

(INDICATE WHICH STATEMENTS APPLY)

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

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

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

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

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

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

SHOW TYPE OF IDENTIFICATION

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

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

Date Received

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

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

1 Name of vendor who has a business relationship with local governmental entity.

2. [ ] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally tiled questionnaire was incomplete or inaccurate.)

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

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

[ ]Yes [ ]No

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

[ ]Yes [ ]No

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

[ ]Yes [ ]No

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

4. [ ]

Signature of vendor doing business with the governmental entity

Date

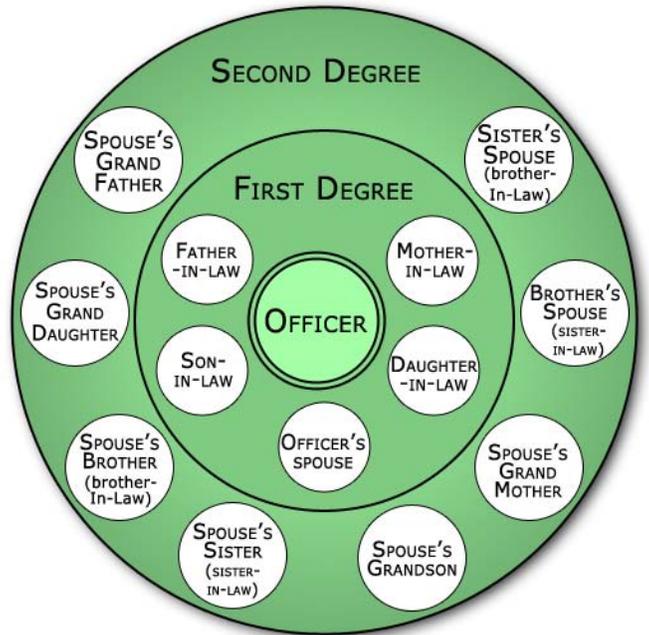
## NEPOTISM CHART

The chart below shows

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

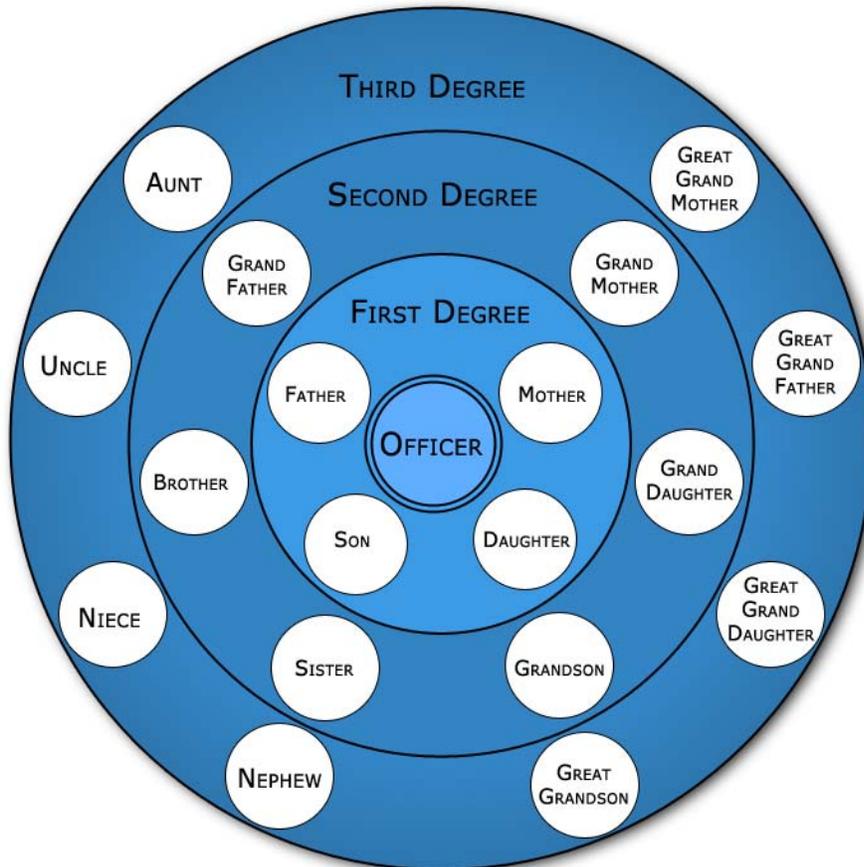
### AFFINITY KINSHIP

Relationship by Marriage



### CONSANGUINITY KINSHIP

Relationship by Blood



**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ**  
**IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY**  
**CLERK’S OFFICE**  
**THE PURCHASING DEPT. WILL NOT BE FILING ON THE PROPOSER’S BEHALF**

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

Date \_\_\_\_\_

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

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

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

**DISCLOSURE QUESTIONS**

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

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002

**DISCLOSURE OF INTERESTS (CONTINUED)**

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

Name	Title	Department

CERTIFICATE

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

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

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

## **GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))**

**ADDENDA:** If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

**ADVERTISING:** Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

**AWARD:** Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

**CANCELLATION AND TERMINATION:** In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

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

**CONTRACT RENEWALS:** Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted, it shall be assumed

that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

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

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

**EVALUATION:** All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP). The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

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

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

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

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

Review Process:

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

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options

which may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

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

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

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

**MAINTENANCE:** Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

**MATERIAL SAFETY DATA SHEETS:** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

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

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

**SUPPLEMENTAL MATERIALS:** Proposers are responsible for including all pertinent product data in the returned RFP package. Literature, brochures, data sheets, specification information, completed forms

requested as part of the RFP package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the RFP response must also be in the returned RFP response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Proposer's entire RFP.

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver to:" with the address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

**-WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA

Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

**SAFETY WARRANTY:** As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or "No"

#### **APPLICABLE LAW**

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

**ASSIGNMENT DELEGATION:** No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP – have been delivered and accepted and all contract requirements have been satisfied.

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

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it

is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

**INFRINGEMENTS:** There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

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

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Proposer must meet all Federal and State OSHA requirements.

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

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

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

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

**PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS:** The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**THESE TERMS INCORPORATED:** These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

**OTHER TERMS:** The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.