



**CAMERON COUNTY  
PURCHASING DEPARTMENT  
INVITATION TO RFQ**

**RFQ NUMBER : 1452A4**

**RFQ TITLE: DISASTER DEBRIS REMOVAL MONITORING & CONSULTING SERVICES**

**DATE DUE: JANUARY 7, 2014**

**DUE NO LATER THAN 10:00 A.M.**

Bids/ RFP's / RFQ'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 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

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

Please return RFQ **ORIGINAL AND SIX (6) COPIES** in sealed envelope. Be sure that return envelope shows the RFQ Number, Description and is marked "SEALED RFQ".

RETURN RFQ TO:

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

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

**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: \_\_\_\_\_

How did you find out about this RFQ? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**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 RFQ according to the published provision of this RFQ. When an award letter is issued, this RFQ becomes the contract. If a RFQ required specific Contract is to be utilized in addition to this RFQ, this signed RFQ will become part of that contract. When an additional Contract is required a RFQ award does not constitute a contract award and RFQ / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

## CHECK LIST

Offeror's 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 bid packet.

- Cover Sheet**  
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**  
You should be familiar with all of the Instructions to Bidders.
- 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 \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill out completely.

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

- Is your bid sealed with bid #, title, Bidder Name, & return address on outside?
- Did you complete, sign and submit page 1?
- 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 Bidding 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)

## INSTRUCTIONS FOR SUBMITTING RFQ'S

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 RFQ and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/purchasing/specs\\_notices.htm](http://www.co.cameron.tx.us/purchasing/specs_notices.htm) Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: <http://www.co.cameron.tx.us/purchasing/awards.htm>

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

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your RFQ is complete, and double check your RFQ 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 RFQ NOT MEETING the Minimum Requirements specified will be rejected.

**GOVERNING LAW:** This invitation to RFQ is governed by the competitive RFQ requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror 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 results in a change or addition to this RFQ, 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 RFQ.

### **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.

**Form 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.

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

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

PROPOSER SHALL SUBMIT RFQ ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFQ PACKET. In the event of inclement weather and County Offices are officially closed on a RFQ deadline day, RFQ's will be received until 2:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

RFQ's SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

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

BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMMISSIONERS COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ 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/judge/agenda.htm>

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 RFQ package.

**PLEASE NOTE CAREFULLY**

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

1. **ORIGINAL AND SIX ( 6 ) COPIES OF RFQ's MUST BE SUBMITTED** Each RFQ shall be placed in a separate envelope completely and properly identified with the name and number of the RFQ. RFQ's must be in the Purchasing Department BEFORE the hour and date specified.
2. RFQ's **MUST** give full firm name and address of the Proposer. Failure to manually sign RFQ will disqualify it. Person signing RFQ should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. RFQ'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 RFQ 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 RFQ. 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 and verbal inquiries pertaining to RFQ's must give RFQ Number and Company.
6. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
7. The County reserves the right to accept or reject all or any part of any RFQ, or waive minor technicalities. The County of Cameron reserves the right to award by item category or by total RFQ. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Inter-local Agreements / pricing.
8. RFQ unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFQ's subject to unlimited price increase will not be considered. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN) . When inserting number of days or percentage % in Bid/RFP/RFQ (ex: number of days to deliver or install or complete work, etc or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use one entry for number of days or percentage. If a range is used the County will consider the higher number or worst case scenario from the County's standpoint in making RFQ comparisons / tabulations.
9. This is a RFQ 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 of the product received by Cameron County.
11. Partial RFQ's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFQ.**
12. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFQ for the item(s) being specified, and the particular use for which they are meant.
13. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid / proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful offeror 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) Seller shall submit separate invoices, in duplicate, on each purchase order after completed. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds 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 buy unpaid for goods will be returned to Seller by Buyer. (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 offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror 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 offeror 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.

Titles and Invoices: all titles and invoices will be in the name of **Cameron County, 1100 East Monroe Street, Brownsville, Texas 78520**, and signed ONLY by the County Auditor's Office personnel.

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

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

Please note that any payment due under this RFQ 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 RFQ in excess of the amounts quoted.

**REQUEST FOR QUALIFICATIONS  
# 1452 A**

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES**

**FOR  
CAMERON COUNTY, TX**

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**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**SECTION I**

**PROJECT DESCRIPTION**

**A. PURPOSE**

This Request for Qualifications (RFQ) invites submittals from experienced firms for the provision of

- Disaster Debris Removal Monitoring and Consulting Services,

services in Cameron County, Texas, immediately after a hurricane or other natural or man-made disaster.

The objective of the RFQ and subsequent contracting activity is to secure the services of a capable and experienced Contractor who is (1) capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner.

The County intends to enter into a pre-positioned contract with one (1) 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 Contractor will be expected to have an initial management team mobilized to Cameron County within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Cameron County area within 48 hours of receipt of the Notice to Proceed.

The County reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.

The period of the contract will be for a term of three (3) to five (5) years (the actual term will be determined on the basis of the County's overall disaster recovery program development) with an annual recertification and price adjustment based on the construction cost index as reported by the May issue of the Engineering News Record (ENR).

The project is referred to as the Disaster Debris Monitoring DDS) Contract in the following sections of this RFQ.

**B. PROJECT SUMMARY**

**1. 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 a population of approximately 318,000 people. 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. Land use is predominantly intensive specialized farming and livestock grazing. The County has experienced numerous major storms and flooding events in past years that generated very large volumes of debris and waste and prompted extensive pre-planning for recovery activities.

The Disaster Debris Monitoring (DDS) Contract will encompass the entire area of the county, including individual communities and rural areas. Communities in Cameron County range from the City of Brownsville with a population of approximately 160,000 people, to the coastal resort area of South Padre Island with approximately 2,300 permanent residents (and much higher seasonal levels), and small communities, some incorporated and some unincorporated, with just a few hundred residents.

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

The County has identified the need for one or more Prime Contractors to assist County forces in completing damage assessment and debris/waste removal operations throughout the County. Prime Contractors have been selected for Damage Assessment and Debris Removal. For the purpose of Debris Monitoring, the Prime Contractor must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial County payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Prime Contractor must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects. Although a single Prime Contractor is preferred, the County may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services.

The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The County anticipates a certain level of initial work to establish the procedures for integrating the work into the County's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The County anticipates that the bulk of the services to be provided, specially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint County / Contractor team as part of the initial program planning. In addition, the Prime Contractor(s) selected for the project will be required to participate in certain County-directed disaster recovery training and/or exercises at no additional cost to the County.

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

The County has selected a Category 4 wet hurricane that impacts the entire County with equal intensity as its planning standard. The estimated debris volume is 5.0 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less.

The County's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the 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.

### **3. Disaster Debris / HTRW Removal Monitoring Requirements**

Planning for post-disaster cleanup operations is a function of the County Department of Public Works and Engineering and the debris/waste management operations will be carried out under the cognizance of the County Engineer.

The County has pre-contracted with one prime contractor for debris removal operations countywide. That contractor will also be responsible, under certain conditions, for removal of hazardous, toxic and radiological waste associated with homes and small businesses that are damaged by disaster. That contractor is responsible for: (1) clearing roadways, (2) removing debris and certain wastes from roadways, public right-of-ways, and public property, (3) operating Temporary Debris Staging and Reduction Areas, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-ways as recovery progresses. The County will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or -related wastes will be an element of the County's disaster recovery program. The debris 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 Contractor's properly trained and equipped HTRW removal team. The County will pre-designate approximately four (4) Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The County will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Prime Contractor will be expected to provide monitoring services at each TDSRS and landfill as well as in the field during clearing, loading and hauling operations

The Prime Contractor will be responsible for monitoring all of the Debris/HTRW Contractor's activities during the course of the recovery/cleanup period. A copy of that Debris/HTRW contract may be obtained from the Cameron County Purchasing Officer, 1100 E. Monroe St., Brownsville, TX 78520, tel.(956) 544-0871.

### **4. Contract Activation**

The Prime Contractor holding the Disaster Debris Monitoring (DDS) Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable.

When a major disaster occurs or is imminent, the County will contact the firm(s) holding the Disaster Debris Monitoring (DDS) Contract(s) to advise them of the County's intent to activate the contract. Within 24 hours of receiving the Notice to Proceed, the Prime Contractor shall provide and execute the required Performance and Payment Bonds and must have a management team in place in Cameron County to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES**  
(DEBRIS MONITORING)

**SECTION II**

**SCOPE OF WORK**

The following General Scope of Work is envisioned for the project and should be considered when responding to the RFQ. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project.

Nothing in the following General Scope of Work should be construed as limiting the types of work that a potential Consultant may address in a response to this Request for Qualifications. Responders should address all services which, on the basis of their experience, are deemed necessary to achieving the County's debris management goals.

**A. GENERAL SCOPE OF WORK – MONITORING**

The Consultant shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Cameron County, Texas.

Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the County's debris/HTRW contractor relative to:

- County streets, roads and right-of-ways;
- Streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by the County Engineer;
- Public property and facilities;
- Any other public site as may be directed by the County Engineer; and
- 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 Engineer.

Services shall be performed on an "as needed basis" when directed by the County Engineer.

The County Engineer will provide guidance and direction on priorities and specific needs for the monitoring operations. The Consultant, in concert with the County Engineer, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the County. The Consultant shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials.

The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes.

Prior to initiating work under this project, the Consultant shall present to the County Engineer for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County Engineer to begin work.

When identifying resources to be made available under this contract, the Consultant must use a planning standard approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris management/HTRW contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice.

The Consultant will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris/HTRW contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the County Engineer, his authorized representatives, or other County or municipal personnel when so authorized by the County Engineer. To the extent authorized by the County Engineer, the Consultant shall coordinate monitoring operations directly with the Debris/HTRW contractor when necessary to achieve effective and efficient integration of forces.

The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the County Engineer upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the County Engineer and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

## **B. PLANNING AND TRAINING SUPPORT**

The Consultant shall assist the County staff in planning for debris/waste management operations at the initiation of the contract period and also annually, during the County's preparations for the approaching hurricane season that typically begin in early spring each year, for the duration of the contract period.

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**SECTION III**

**RFQ RESPONSE REQUIREMENTS  
QUALIFICATION CRITERIA AND INFORMATION REQUIRED**

**CONSULTANTS INTERESTED IN PROVIDING DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES MUST SUBMIT SEVEN (7) COPIES OF THEIR RESPONSE TO THIS RFQ 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 signed by an authorized representative of the Submitter.

The letter must:

- A. Identify the project by name as “Disaster Debris Removal Monitoring and Consulting Services” and RFQ Number.
- B. Include the following information:
  1. Name of firm or individual
  2. Permanent main officer address, telephone number and fax number
  3. When organized
  4. If it is a disadvantaged business enterprise, the nature of that classification
  5. If a corporation, where incorporated
  6. How many years the firm has been engaged in business under the present name
  7. General types of work performed by the firm
  8. Contracts currently on hand or in effect
  9. 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. Provide a synopsis of the Consultant’s depth of knowledge of the project’s scope and special requirements as the Consultant perceives them.
- D. Be signed by an individual, identified by name and title, authorized to represent the Submitter in this matter.
- E. Identify the names, titles, telephone, and fax numbers of individuals who are available to be contacted by the County Engineer concerning the submittal and for additional information.

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

Provide evidence and statements of compliance/intent in the form of written documentation that the Consultant 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. Consultant must have specific experience providing the specified services following a natural disaster. Provide a statement of compliance.
- B. Consultant 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. Consultant 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 Consultant, the range of individual job sizes previously bonded, and willingness to issue bonds on behalf of the Consultant for a contract amount no less than \$5,000,000. Include the letter as an attachment.
- D. Consultant 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 Consultant must, upon award of a 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 Consultant is capable of securing the required bond.
- B. Successful Consultant 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.
- C. Successful Consultant must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

**Section 3. Insurance Requirements:**

- A. Consultant must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. Provide certification of insurance capacity.
- B. Successful Consultant 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 Consultant allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained. The Consultant may provide insurance coverage for all his Subcontractors, at Consultant's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Consultant 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 Consultant may use Subcontractors for this project. Consultant must list Subcontractors proposed for this project and their respective duties.
- B. No Subcontractor may provide services unless the County consents. The Consultant shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Consultant shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Consultant 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 Consultant, unless Consultant 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 Consultant and made available for County Contract Administrator review upon request. Provide statement of compliance.

**III. PROJECT REQUIREMENTS.**

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

**Section 1. Experience:**

- A. Describe Consultant's overall experience performing large-scale debris removal monitoring and work similar to this project.
- B. Describe Consultant's experience during the last 5 years performing large-scale projects or other work similar to this project. The Consultant must identify similar projects that he/she 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 Consultant's most recent experience in mobilizing large workforces under routine and emergency conditions.

- D. If the Consultant intends to use Subcontractors to assist in the work, the Consultant shall also identify similar work successfully completed by the Subcontractors.
- E. Document Consultant's ability to provide appropriate training for personnel that will be employed for work under this project.

## **Section 2. General Project Requirements**

Submittals must acknowledge these basic requirements and base responses to this RFQ on these general specifications.

- A. Cameron County intends to engage a Consultant to assist the County with monitoring the work of the Debris/HTRW Contractor in the field, at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris/HTRW contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDSRSs; and, at disposal sites. Monitors will be assigned to debris loading areas, TDSRSs, and disposal sites. In addition, roving monitors will be assigned to help verify that the County's debris management plan and contracts are effectively and efficiently executed.
- B. Cameron County will assign a Debris Manager (DM) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the County's Debris Manager and also assist County staff at the Contract Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
  - 1. Development of a Monitoring Plan
  - 2. Truck and trailer measurement, certification, marking and tracking
  - 3. Equipment registry and tracking
  - 4. Debris/waste management workforce registry and tracking
  - 5. Field monitoring
  - 6. Debris management tracking
  - 7. Trip ticket management
  - 8. Data administration
  - 9. Invoice reconciliation
  - 10. QA/QC program management
  - 11. Complaint resolution
  - 12. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations
  - 13. All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support
  - 14. Site Safety Plan preparation and maintenance
  - 15. Compliance with all applicable Federal, State and local rules relative to the monitoring operations
  - 16. Preparation of documentation to support Federal cost reimbursement processes.

17. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the County Debris Manager

### **Section 3. Preliminary Specifications**

Preliminary Specifications for debris/HTRW monitoring operations have been developed for this project and are attached as Exhibit A. The County intends to use these Preliminary Specifications as the basis for negotiating a contract for consultant services for this project.

The Preliminary Specifications are provided for information only. Submitters are not required to address the Preliminary Specifications in their submittals, but may do so at their option in the appropriate sections of their submittals.

### **Section 4. Project Approach:**

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

## **4. WORKFORCE INFORMATION**

- A. Submitter's are encouraged to review Cameron County's pre-positioned Debris/HTRW Management contract with Ceres Environmental Services, Inc., and the County's Damage Assessment Services Contracts to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
- B. Submittals must acknowledge these workforce planning standards and must demonstrate the Submitter's ability to satisfy these requirements:
  1. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
    - a. Establish and staff a monitoring workforce management center in the vicinity of a Cameron County government office designated by the County at the time of notification
    - b. Implement a debris/waste contractor equipment and workforce registration and tracking program

2. Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
    - a. Monitor a minimum of 30 debris loading sites
    - b. Monitor operations at a minimum of 4 Temporary Debris Staging/Storage and Reduction Sites (TDSRS)
    - c. Monitor dumping operations at two disposal sites
    - d. Provide a minimum of 10 roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal
  3. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris and HTRW contractors. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet County needs.
  4. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
  5. The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contract Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractors operations and resolving conflicts within the scope of or in any way associated with those operations.
  6. The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.
  7. Upon activation of the contract, the Contractor shall immediately contact the County's Debris Manager to coordinate workforce assignments. It is anticipated that the County's debris management contractor will establish debris management zones within the County and the Contract will be expected to assign monitors in a manner consistent with the debris removal operations.
- C. Submitter's must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
1. Summary of the Submitter's personnel that will be dedicated to the project, including:
    - a. The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
    - b. The names of and resumes for all members of the Project Management Team.
    - c. The name of the Submitter's claims representative.
  2. List of the Subcontractors with whom the submitter has agreements for post-disaster support.

## **5. CAPABILITY, CAPACITY, AND AVAILABILITY.**

- A. Describe how Consultant 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 Consultant may have similar contracts in other geographic areas, describe how Consultant 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 staffs 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 Consultant intends to complete the project in the timeframe desired by the County. Comment on how Consultant'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.

## 6. DESCRIPTION OF MONITORING SERVICES

- A. Submitter must provide a detailed description of the services that Submitter will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Scope of Work described in Section II of this RFQ. In addition, the Submitter may include other services which, in the Submitter's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the County's stated goals with respect to debris/waste management operations following a disaster. Submitter's are encouraged to review the County's pre-positioned Debris/HTRW Management contract with Ceres Environmental Services, Inc., to ascertain the anticipated scope of work.
- B. The description of services must, at a minimum, include the following:
1. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal and HTRW removal contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the County's costs. The information provided should demonstrate how the Submitter will satisfy the requirements of the project, including:
    - a. Scope and sequence of monitoring operations to be performed
    - b. Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites
    - c. Methodology for monitoring the collection, tracking, and disposal of HTRW materials
    - d. Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed
    - e. Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to insure that all project requirements are satisfied
    - f. Furnishing and operating an automated/electronic (paperless) debris tracking system.
  2. A summary of the Submitter's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
    - a. Debris/HTRW Contractor workforce and equipment registration and tracking
    - b. Equipment identification in the field
    - c. Truck certification, registration, and marking
    - d. Debris/HTRW Contractor workforce tracking
    - e. Document management and controls, including Load Tickets and reports
    - f. Data collection

- g. Data assimilation/integration
  - h. Employment of GIS mapping, use of GPS, and other means of documenting
  - i. Communications with Debris/HTRW Contractor workforce
  - j. Assembling the data necessary to prepare the Status Reports described below
  - k. Database management
  - l. Quality Assurance (QA) for Loading Site Monitors
  - m. Quality Assurance for TDSRS Operations Monitors
  - n. Quality Assurance for Landfill Operations Monitors
  - o. Complaint tracking and resolution
  - p. Monitoring workforce health and safety training and compliance monitoring
3. A summary of Submitter's capability to manage data collection and provide status reports and documentation required for the project, including:
- a. Morning summaries from the Debris/HTRW Contractor addressing:
    - Number of crews and types and quantities equipment to be deployed that day
    - Areas where crews and equipment will be assigned
    - Status of TDSRS operations, including volumetric reduction methods to be employed
    - Changes in operational status or problems encountered since the previous report
    - Numbers of monitoring crews to be dispatched and locations where crews will be assigned
  - b. Evening summaries addressing:
    - Overall status of Debris/HTRW removal operations
    - Number of crews and types and quantities of equipment employed that day
    - Issues or problems affecting field operations
    - Complaint referrals
    - Damage referrals or updates
    - Monitoring issues
    - TDSRS issues
    - Overall status of geographic area
    - Numbers of monitoring crews deployed and locations where crews were assigned
  - c. Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
    - Contractor
    - Other forces
    - TDSRS
    - Community drop off site
    - Disposal site
    - Locations where debris/waste was collected (or 100% cleared)
    - GIS based maps that indicate the overall status of debris/waste removal operations
  - d. Daily reconciliation of Debris/HTRW Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
    - Review invoice and backup with Debris/HTRW Contractor
    - Reconcile invoice with database records
    - Provide reviewed and approved invoice to County for payment

**7. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS**

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

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

**8. EXCEPTIONS TO RFQ REQUIREMENTS**

Submitter’s must fully explain any exceptions taken to the requirements of this RFQ, including why any of the specified information was not included or why such information should not be considered in selecting a Consultant for the project.

**9. OPTIONAL ADDITIONAL INFORMATION**

- A. Submitter’s may provide relevant information in addition to the material and information specified in this RFQ, to the extent that such information bears directly on the subject of this RFQ.
- B. Submitter’s may not include information on pricing or cost estimates for services addressed in their responses to this RFQ.

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**SECTION IV**

**EVALUATION OF RESPONSES**

**A. EVALUATION PROCESS**

Consultants will be evaluated for this project solely on the basis of the information submitted in response to the Request for Qualifications. The County will use a two-step evaluation process to identify the Best Qualified responder.

1. Step I. Submitters must demonstrate that they satisfy the mandatory qualification and contracting criteria and project requirements by submitting the information specified in Section III of this RFQ. All submittals will be screened for compliance with the mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
  
2. Step II. Submitters will be evaluated on the basis of the technical and project performance information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category.

Consultant Experience	40 points
Project Approach	20 points
Capability, Capacity and Availability	20 points
ADMS Capabilities	10 points
<u>Other supporting information</u>	<u>10 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 best qualified submitter.
  
4. Submission of a response to this RFQ implies Submitter'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 Consultant that, in the opinion of the County, does not satisfy the Mandatory Pre-Qualification Criteria or is not capable of satisfying the Project Requirements. The County may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the County Contract Administrator's opinion, seems most advantageous to the County and in the best interest of the public.

## **B. GENERAL PROVISIONS**

1. Submitter's may request additional information on the project for the purpose of fully understanding the County's disaster recovery preparedness program and the obligations of the successful Consultant. Such requests must be submitted in writing or by facsimile transmission to:  
Michael Forbes  
Cameron County Purchasing Office  
1100 E. Monroe Street  
Brownsville, TX 78520

All questions must be received no later than 7 calendar days prior to the submission deadline specified for submittal of responses to the RFQ. Any information given to one Submitter will be furnished to all prospective Consultants as an addendum to the RFQ if the County determines that such information is necessary for Consultants to submit proposals or that the lack of such information would be unfairly prejudicial to uninformed Consultants.

2. The Project Award Schedule, Section V, stipulates the anticipated timeframe for the RFQ process and subsequent contracting action. Inclusion of that schedule does not commit the County to selection of a Consultant or award of a contract by any specific date.
3. The County reserves the right to extend the proposal submission deadline, reject all submittals, reissue the RFQ package, or cancel the RFQ process at any time.
4. In accordance with Section 252.049 of the Texas Local Government Code, responses to this RFQ will be opened in a manner that avoids disclosure of the contents to competing submitters and keeps the submittals secret during the qualification process. All submittals will be open for public inspection after a contract is awarded, but trade secrets and confidential information in the submittals are not open for public inspection. It is specifically provided, however, that each Submitter must identify any information contained in the submittal that the Submitter asserts is either a trade secret or confidential information. This material must be identified conspicuously by marking each page containing this information. In the event such material is not conspicuously identified, then by submitting a response the Submitter agrees that such material will be considered public information.

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**SECTION V**

**ANTICIPATED PROJECT SCHEDULE**

<b><u>Activity</u></b>	<b><u>Date</u></b>
Issue Request for Qualifications	Monday, November 25, 2014
Deadline RFQ -Consultant Responses	Tuesday, January 7, 2014
Complete Evaluation Process	Monday, January 20, 2014
County Commissioners' Court Approval	Wednesday, January 29, 2014
Negotiations with Potential Consultant	Monday, February 3, 2014
Contract Award	Wednesday, February 26, 2014

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**Section VI**

**PRELIMINARY SPECIFICATIONS**

**1. GENERAL**

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

**2. LOADING SITE MONITORING SERVICES**

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Cameron County. The following minimum conditions apply:

- 2.1 Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Cameron County. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.

The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by Cameron County. Each monitor will be fully accountable for all Load Tickets issued to him/her.

- 2.2 Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within Cameron County.
- 2.3 Contractor must be prepared to provide a minimum of two Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- 2.4 All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

- 2.5 All Loading Site Monitors must have experience in at least one of the following:
- Entry level engineer
  - Solid waste site operations
  - Construction inspector
  - Land clearing operations
  - Entry level surveyor
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- 2.6 Supervisors and all identified Loading Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.
- 2.7 Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

### **3. TDSRS / DISPOSAL SITE MONITORING SERVICES**

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Cameron County. The following minimum conditions apply:

- 3.1 The Debris Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDSRSs or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
- 3.2 Contractor shall provide a minimum of two Disposal Site Monitors per TDSRS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
- 3.3 Contractor shall provide Disposal Site Monitors with transportation to and from the TDSRS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
- 3.4 Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
- 3.5 Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 3.6 Monitors must have experience in at least one of the following job categories:
- Entry-level engineer
  - Construction inspector
  - Entry level surveyor
  - Solid waste site operations
  - Land clearing operations
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- 3.7 Supervisors and all identified Disposal Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.

#### 4. ROVING DEBRIS MONITOR SERVICES

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Cameron County. The following minimum conditions apply:

- 4.1 The function of the Roving Debris Monitors is to verify that:
  - a. All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in Cameron County.
  - b. Ineligible debris is not being picked up.
  - c. Debris/HTRW contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the County.
- 4.2 Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the County's established work schedule for the debris/HTRW management contractor.
- 4.3 Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- 4.4 All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- 4.5 All monitors must have experience in at least one of the following:
  - Entry level engineer
  - Construction inspector
  - Entry level surveyor
  - Solid waste site operations
  - Land clearing operations
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- 4.6 Supervisors and all identified Roving Debris Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the County.
- 4.7 Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- 4.8 Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

## **5. DEBRIS MANAGEMENT CONSULTING SERVICES**

- 5.1 The Contractor shall provide an experienced professional (Consultant) to assist the County in overseeing the debris/HTRW management operations, including but not limited to clearing, loading, hauling, reduction, TDSRS/landfill operations, and other related activities. The Consultant must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.
- 5.2 The Consultant will work directly with the County's Debris Manager or as otherwise directed by that official. The Consultant shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management/HTRW contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
- 5.3 The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the County.

## **6. OPERATIONAL REQUIREMENTS**

- 6.1 The Contractor will oversee documentation of the equipment and other resources provided by the County's debris/HTRW management contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
  - Assign a unique number to each truck, trailer or other piece of equipment
  - Photograph each piece of equipment
  - Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity
  - Identify the owner/operator of the equipment
  - Ensure that each piece of equipment is clearly labeled on both sides with: the name of the prime contractor and, if appropriate, the subcontractor; the owner or /operator, as appropriate; the equipment number assigned; and, for trucks and trailers, the full load capacity as calculated
  - Document all results in a searchable digital data base
  - Provide for continuous monitoring and updating as equipment is placed into or removed from service
  - Provide daily reports to the County Debris Manager on the types and numbers of equipment in use

6.2 The Contractor will assist the County in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDSRS or landfill site. Each load of eligible debris shall be tracked using a 6-part load ticket similar to the one shown in Figure 1. The County Debris Manager will provide the load tickets.

<b>CAMERON COUNTY, TEXAS DISASTER DEBRIS LOAD TICKET No. 123456</b>	
<b>SECTION 1</b>	
<b>Contractor/Subcontractor:</b>	
<b>Truck #</b>	<b>Max. Load Capacity CY</b>
<b>Loading Site: (Street Address or Intersection)</b>	
<b>GPS Coordinates:</b>	
<b>Municipality:</b>	
<b>Federal Aid Road</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Load Classification: (Check One)</b> <input type="checkbox"/> Vegetative/Woody <input type="checkbox"/> C & D <input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous/Toxic <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Animal Carcasses <input type="checkbox"/> Other (Explain)	
<b>Drivers Name (print) or ID #</b>	
<b>Loading Site Departure Time:</b>	
<b>Loading Site Monitor:(signature)</b>	
<b>SECTION 2</b>	
<b>Disposal Site Location:</b>	
<b>Disposal Site Arrival Time:</b>	<b>Odometer:</b>
<b>Maximum Load Capacity X % Loaded = Vol. Hauled CY</b> <b>(CY) X % = (CY) Total</b> <b>18 CY x 50% = 9CY Total</b>	
<b>Disposal Site Monitor: (signature)</b>	
<b>Hauling Contractor Disposal Site Monitor (signature)</b>	
<b>Notes:</b>	
<b>Gold – Loading Site Monitor</b> <b>Green – Driver</b> <b>Pink – Subcontractor</b> <b>Canary &amp; Blue – Contractor</b> <b>White – Agency</b> <b>NOTE – this section to be verified with Cameron County staff at the time tickets are issued</b>	

Figure 1 – Typical Load Ticket

The Load Tickets are individually numbered, controlled forms and must not be duplicated. The original of each Load Ticket must be presented by the debris/HTRW management contractor to the County along with the contractor’s request for payment.

- 6.3 The following guidance provides the basic procedure for completing the load tickets. Revised procedures, if necessary, may be established by the Debris Management Center and shall be followed by the Contractor in lieu of the following procedure.

Load Ticket Section 1: The Debris Loading Site Monitor will be responsible for completing the information shown in Figure 2 below. The Loading Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information required in Section 7.2 of this Scope of Work. Each Loading Monitor shall submit all Load Tickets to his/her designated supervisor at the end of each shift.

<b>CAMERON COUNTY, TEXAS DISASTER DEBRIS LOAD TICKET No. 123456</b>	
<b>SECTION 1</b>	
<b>Contractor/Subcontractor:</b>	
<b>Truck #</b>	<b>Max. Load Capacity CY</b>
<b>Loading Site: (Street Address or Intersection)</b>	
<b>GPS Coordinates:</b>	
<b>Municipality:</b>	
<b>Federal Aid Road</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Load Classification: (Check One)</b> <input type="checkbox"/> Vegetative/Woody <input type="checkbox"/> C & D <input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous/Toxic <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Animal Carcasses <input type="checkbox"/> Other (Explain)	
<b>Drivers Name (print) or ID #</b>	
<b>Loading Site Departure Time:</b>	
<b>Loading Site Monitor:(signature)</b>	

Figure 2 – Load Ticket, Section 1

- 6.4 Load Ticket Section 2: The Disposal Site Monitor is responsible for completing the remaining sections of the load ticket as shown in Figure 3 below. The Disposal Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the Disposal Site Monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1

The Disposal Site Monitor will indicate the name of the TDSRS or landfill site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Disposal Site Monitor will print his/her name and sign in the designated block. The Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver.

The Disposal Site Monitor will maintain a log that contains the information required in Section 7.4 of this Scope of Work. Each Disposal Site Monitor shall submit all load tickets to his/her designated supervisor at the end of each shift.

<b>SECTION 2</b>	
<b>Disposal Site Location:</b>	
<b>Disposal Site Arrival Time:</b>	<b>Odometer:</b>
<b>Maximum Load Capacity X % Loaded = Vol. Hauled CY</b> <b>(CY) X % = (CY) Total</b> <b>18 CY x 50% = 9CY Total</b>	
<b>Disposal Site Monitor: (signature)</b>	
<b>Hauling Contractor Disposal Site Monitor (signature)</b>	
<b>Notes:</b>	

**Figure 3**

**6.5 Operational Requirements of Roving Debris Monitor(s)**

The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the County's debris/HTRW management contractor.

The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Manager. Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the contractor's performance.

The Roving Debris Monitors are expected to make multiple visits to all loading sites and TDSRS/landfill sites on a continuing although random basis.

**7. REPORTING**

- 7.1 The Loading Site Monitors shall also maintain a log that contains the following information:
- a. Debris loading site location
  - b. Loading Site Monitors' Name
  - c. Supervisor's Name
  - d. Number of Load Tickets issued during the shift
  - e. Starting load ticket number \_\_\_\_
  - f. Ending load ticket number \_\_\_\_.
  - g. Any problems encountered or anticipated

Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County's Debris Manager.

- 7.2 Each Disposal Site Monitor will maintain a log that contains the following information:
- a. TDSRS or landfill site location
  - b. Debris Management Site Monitors' Name
  - c. Supervisor's Name
  - d. Truck/trailer number and volume of debris hauled into the site
  - e. Cumulative total of debris delivered at the site during the shift
  - f. Any problems encountered or anticipated

Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County's Debris Manager.

- 7.3 Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Manager informed of situations that impact the execution of the debris removal contract.
- 7.4 The supervisor will collect all written reports and submit them to the Debris Manager by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the County's Debris Manager.

## **8. SAFETY**

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

## **9. OTHER CONSIDERATIONS**

- 9.1 The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 9.2 The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.

- 9.3 The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The County's Debris Manager shall be immediately advise of any such violation or notice of violation and the corrective actions being taken.
- 9.4 The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Cameron County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
- 9.5 The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
- 9.6 The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

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

**REFERENCES**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF CAMERON

**AFFIDAVIT**

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

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

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

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 RFQ***

**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  
(Company Name)  
Resident

Proposer of Texas as defined in Government Code §2252.001.

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

Proposer as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

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

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

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

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

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

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

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\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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

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 Bid current with all local and State taxes?

\_\_\_\_\_

Signature of person doing business with the governmental entity Date

THIS FORM MUST BE RETURNED WITH YOUR RFQ

**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 RFQ***

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number

\_\_\_\_\_

By:

\_\_\_\_\_

(PRINT INDIVIDUALS NAME AND TITLE)

For:

\_\_\_\_\_

(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

\_\_\_\_\_

CITY

STATE

ZIP

VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is:

\_\_\_\_\_

(INDICATE WHICH STATEMENTS APPLY)

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

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

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

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

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

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this 8<sup>th</sup> day of September, 2011.

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)

## CONFLICT OF INTEREST QUESTIONNAIRE

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

---

This questionnaire is being 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.

1. **Name of person doing business with local governmental entity.**

OFFICE USE ONLY    Date Received:
-----------------------------------

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 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.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes     No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes     No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes     No

D. Describe each affiliation or business relationship. 6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting RFP have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

\_\_\_\_\_  
Signature of person doing business with the governmental entity

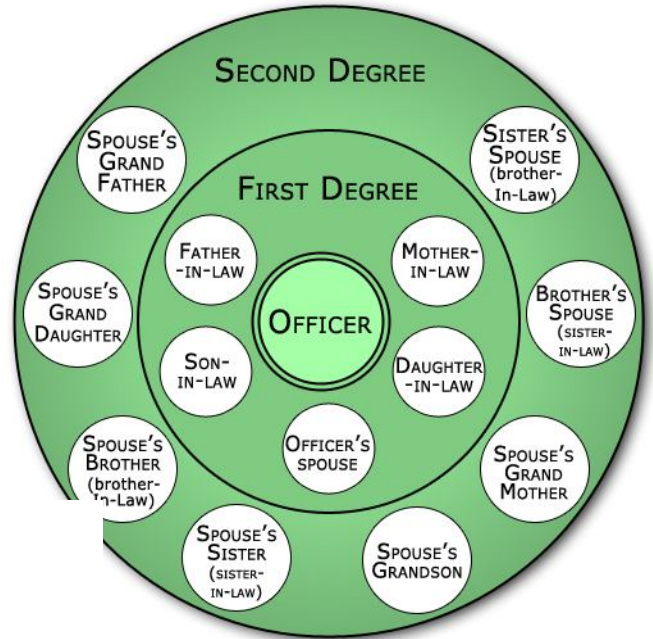
\_\_\_\_\_  
Date

## NEPOTISM CHART

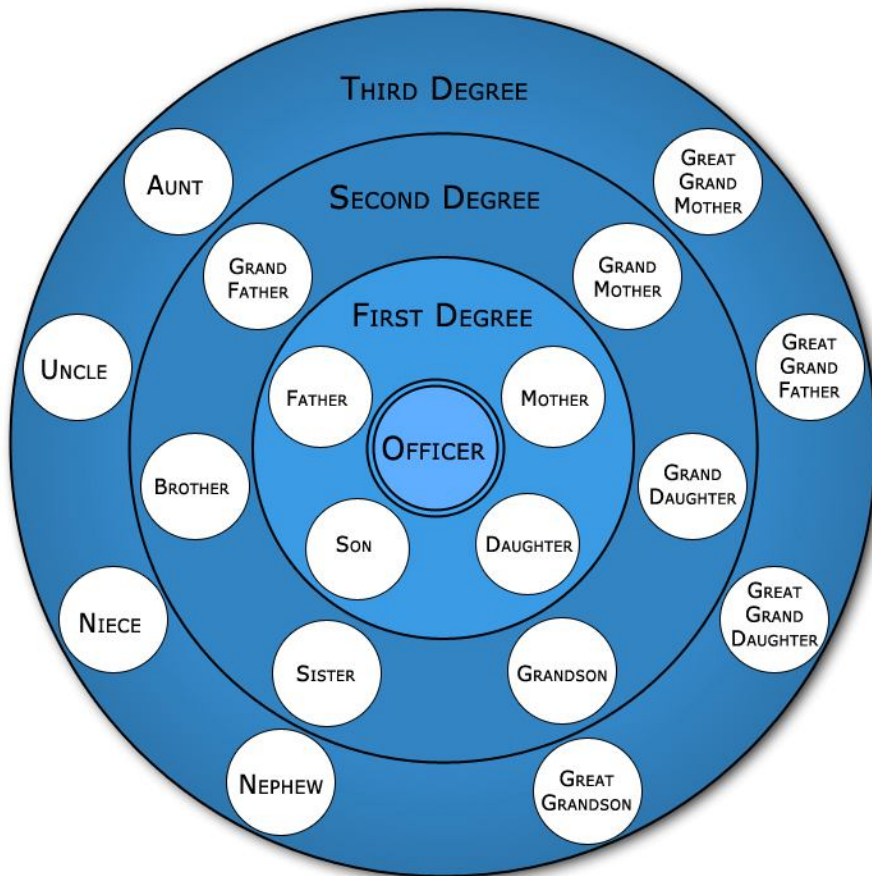
The chart below shows

- **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

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: \_\_\_\_\_

## TERMS AND CONDITIONS

**ADDENDA:** When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned RFP/RFQ package.

**ADVERTISING:** Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

**AWARD:** Cameron County may hold all Rfp/Rfq's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. Rfp/Rfq prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all Rfp/Rfq's. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFP's / RFQ's at any time they so chose, regardless of the Point System used by the Evaluation Committee.

**BONDS:** If this Rfp/Rfq requires submission of Rfp/Rfq guarantee and performance bond, there will be a separate page explaining those requirements. Rfp/Rfq's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

**CANCELLATION AND TERMINATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

**TERMINATION:** The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

**CONTRACT RENEWALS:** Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated - please contact Elisa Cisneros at 956-982-5405 e-mail: [Elisa.Cisneros2@co.cameron.tx.us](mailto:Elisa.Cisneros2@co.cameron.tx.us) Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) Bruce Hodge at 956-550-7229 at [bhodge@co.cameron.tx.us](mailto:bhodge@co.cameron.tx.us) at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor 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 Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

**DISCRIMINATION:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor 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 contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor 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 contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

**DISQUALIFICATION OF OFFEROR:** Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror 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 the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

**EVALUATION:** All proposals 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/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. 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 request for proposals. ). The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to vendors responding to this Bid 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 Bid 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 question 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 RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made - 1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition 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 vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor: name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor 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 vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

**Final Determination** - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor 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 resulting decision is final, with no further administrative appeal available.

**FISCAL FUNDING:** A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. 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 offeror 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 offeror.

**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, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, 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 performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this 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 contractor 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 Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

**MAINTENANCE:** Maintenance required for equipment RFP/RFQ 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", an offeror 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 offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. 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 this 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 course 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 contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror 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 - FLOPPY DISK:** If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is 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. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. Substitute items will not be accepted unless approved (in advance).

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

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron Count 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. Offerors 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/RFQ package and/or on the Purchase Order as a "Deliver To:" 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, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller'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 Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller 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 Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer 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. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards 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 offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

**WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

**SAFETY WARRANTY:** Seller warrants that the product sold to Buyer 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, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

### **APPLICABLE LAW**

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.

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

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. 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 purchase have been satisfactorily delivered and accepted.

**ERRORS AND OMISSIONS:** Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

**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 agreement, 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, lightning, 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 judgement of the party having the difficulty.

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

**INFRINGEMENTS:** There will be no warranty by buyer against infringements. As part of this contract for sales, Seller 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. Buyer 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 Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller 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 Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, 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.

**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: Offeror must meet all Federal and State OSHA requirements.

**RIGHT TO ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the 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.

**DISASTER DEBRIS REMOVAL MONITORING AND CONSULTING SERVICES  
(DEBRIS MONITORING)**

**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES**

Cameron County's standard Agreement for Professional Services is provided here for Submitter's information.

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Contract No.

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This is an agreement by and between Cameron County, a political subdivision of the State of Texas, referred to as "County", and (*insert Consultant*), referred to as "*Consultant*", for the provision of professional services as set forth herein.

**Purpose and Scope**

The purpose of this agreement is to provide Disaster Debris Removal Monitoring and Consulting Services Support for Cameron County. *Consultant* accepts and undertakes to assist the County in connection with the matters described above, upon the terms and conditions set forth herein.

**Performances of Services**

*Consultant* agrees to handle the matters which are the subject of this agreement as required by the County, and to coordinate and report their activity in connection with this matter through the Cameron County Emergency Management Coordinator. *Consultant* agrees to make reports to the Cameron County Commissioners' Court.

*Consultant* will perform such professional services as stated on the Scope of Work, attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein.

**Representation**

*Consultant* agrees that (*insert person from Consultant's company*) shall provide the primary services and handle all supervisory responsibility under this agreement.

*Consultant* agrees to devote the necessary time and resources in providing the services listed on Exhibit "A", but no warranty or guarantee is made hereby, and no representations have been made concerning the outcome of the matters accepted by *Consultant*.

**Fees and Expenses**

Cameron County agrees to pay Consultant fees after receipt of invoice(s) as laid out in **Exhibit A** .

Statements for fees and expenses shall be forwarded to the Cameron County Emergency Management Coordinator for review and approval. It is intended that all such statements will be considered and paid, subject to appropriate adjustments within 30 days after submission.

**Errors and Omissions Insurance**

*Consultant* shall maintain in full force and effect throughout the term of this agreement errors and omissions insurance in an amount not less than Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00). *Consultant* shall furnish the County a duplicate policy of their errors and omissions insurance. *Consultant* shall give the County a minimum of thirty (30) days written notice in the event of cancellation or material change in the terms of their errors and omissions insurance.

**Term**

This agreement shall continue until the matter involved is finally concluded, or until either party gives thirty (30) days written notice of termination of the agreement.

**Miscellaneous Matters**

This agreement shall be governed by the laws of the State of Texas, and is performable in Cameron County, Texas. It is intended that this agreement, together with subsequent written correspondence on the matters covered hereby, shall constitute the entire agreement between the parties.

EXECUTED in TWO duplicate Originals, each of which shall have the full force and effect of an original, on the \_\_\_ day of  
, 2008.

Cameron County

*(Consultant)*

Attested By:

Joe G. Rivera, County Clerk