

**Requests for Proposals**  
**Contingency Disaster or Storm Debris Recovery Monitoring Management Services**  
**RFP Reference No. 24-02**



***Jackson County, Texas to Include the Following Entities:***  
***Incorporated City of Edna, City of Ganado, City of La Ward***  
***Unincorporated Communities of Boca Chica, Cape Carancahua, Deutschburg, El Toro,***  
***Francitas, LaSalle, Lolita, Morales, Vanderbilt, Weedhaven***

**SUBMIT PROPOSALS TO:**

[jacksoncounty@co.jackson.tx.us](mailto:jacksoncounty@co.jackson.tx.us)

OR

Jackson County,  
411 N Wells, Rm 201B, Edna, TX 77957

**SUBJECT LINE MUST BE:**

RFP#2024-02-Debris Monitoring

**SUBMIT NO LATER THAN:**

Wednesday, **October 16, 2024**

2:00 PM (Central)

**FILE SIZE NO LARGER THAN:**

25MB

*Requests for information must be in writing via  
email*

*and directed to:*

Michelle Darilek, CPA  
Jackson County Auditor  
[m.darilek@co.jackson.tx.us](mailto:m.darilek@co.jackson.tx.us)

*Results will not be given by telephone.  
Results will be provided after final  
agreement approved by the Jackson  
County Commissioners Court and the  
Council of Government for the Entities of  
City of Edna, Ganado and La Ward*

***ALL RFPs MUST BE RECEIVED ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***  
***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE EXCLUDED FROM RFP REVIEW PROCESS.***

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Jackson County website no later than 48 hours prior to bid opening.)
- Submit responses in accordance with requirements stated on the cover of this document.

**REQUEST FOR PROPOSAL**  
**RFP# 2024-02-Debris Monitoring**  
**DISASTER AND/OR STORM RECOVERY MONITORING**

**PROJECT SUMMARY**

The Commissioners' Court of Jackson County, along with the Municipalities of the City of Edna, Ganado and Laward, (hereinafter known as the Cities) is requesting proposals from qualified, experienced and licensed Disaster Debris Monitoring firms to perform monitoring management services in the event of a major disaster event by weather related natural events (Hurricanes, Flooding, Tornado, etc.), or by man-made disaster events. Collectively, the County and the Cities will hereinafter be known as the Entities.

Jackson County is a county located in the U.S. state of Texas. The county has a total area of 857 sq. miles of which 829 square miles is land and 27 square miles is water. As of the 2020 census, its population was 14,988. Its county seat is Edna. The county was created in 1835 as a municipality in Mexico and in 1836 was organized as a county. Jackson County has (3) incorporated cities within its borders, City of Edna, City of Ganado and City of Laward.

The City of Edna is the County seat in Jackson County, Texas. The land area of the City of Edna is 4.13 square miles and has a population density of 1,400 people per sq. mile. The population was 5,987 at the 2020 census. It is the county seat of Jackson County. Edna is the gateway to 11,000-acre Lake Texana.

The City of Ganado is an incorporated city in Jackson County, Texas, United States. The city has a total area of 1.2 sq. miles, all of it land. The population consists of 1,975 people to include 723 households and 459 families residing in the city, per 2020 census.

The City of La Ward is an incorporated city in Jackson County, Texas, United States and has 0.81 sq. miles of land. The population consists of 200 people to include 63 households and 50 families residing in the city, per 2020 census. The economy of La Ward employs 102 people according to DataUSA.com.

Unincorporated Communities in Jackson County, Texas, United States:

Community	Type	Sq. Miles	Population per 2020 Census	Households
Lolita	CDP	2.6	519	63
Boca Chica	Private (Tri-County Point POA)			
Cape Carancahua	Private (Cape Carancahua POA)	.83		
Francitas		1	208	
Lolita	CDP	2.2	519	99
Morales-Sanchez	CDP		46	22
Vanderbilt	CDP	1.5	411	

Communities of Deutschburg, El Toro, LaSalle, and Weedhaven are also unincorporated communities in Jackson County, Texas, United States. Population of these communities is not large enough to be documented by US Census Bureau.

All of Jackson County and the Entities therein have experienced numerous major storms and flooding events in the past years capable of producing large volumes of debris and waste and prompted extensive pre-planning for recovery activities.

The selected Debris Monitoring Contractor must provide required services in accordance with applicable regulations, including but not limited to: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health & Human Services (TxDHHS) and the Texas Commission on Environmental Quality (TCEQ).

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required documents, attachments, and submissions will constitute the bid.

General, Process or Technical Questions concerning this solicitation should be directed to Lane Larson, Jackson County Emergency Management Coordinator at [l.larson@co.jackson.tx.us](mailto:l.larson@co.jackson.tx.us).

Jackson County and/or the Cities reserve the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises and Woman Business Enterprises are encouraged to submit proposals. Jackson County and the Cities are Affirmative Action/Equal Opportunity Employers.

No oral explanation or instructions will be given by Jackson County or Entity officials or employees in regards to the meaning of the proposal specifications before the award of the contract unless authorized by the Jackson County Auditor or their designee. Requests from interested proposers for additional information or interpretation of the information included in the specifications should be directed to Michelle Darilek, Jackson County Auditor at 361-782-2072 or by email at [m.darilek@co.jackson.tx.us](mailto:m.darilek@co.jackson.tx.us).

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## **SCOPE OF SERVICES**

Jackson County and the Entities are seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will depend upon the number of disasters and does not guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the Entities during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of Entities debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

## **GENERAL**

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal.

In the event of a disaster or emergency, the DMC shall service the Entities first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitor to both Jackson County and/or the Cities. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a "Notice to Proceed" issued by either Jackson County and/or the Cities.

The response of the DMC to the disaster recovery process must be immediate, rapid and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state or local regulation to ensure that Jackson County and/or the Entities' shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state and private agencies. The DMC shall monitor the DRC's progress, suggest, and assist with implementing recommendations to improve efficiency.

Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the designee for Jackson County and/or the Entities' as changes occur.

## DEFINITIONS

- 1) **Local Debris Manager:** The Jackson County Local Debris Manager is appointed by the Commissioners Court, and officiated through the Jackson County Office of Emergency Management. The Cities will appoint the Director of Public Works (respectively).
- 2) **Data Manager:** Manager of data collected from monitoring operations and employed by the DMC.
- 3) **Debris Removal Contractor (DRC):** Contractor(s) under contract with Jackson County and/or the Cities to remove storm deposited debris according to state and federal guidelines
- 4) **Debris Management Site (DMS):** A Texas Commission on Environmental Quality authorized site where debris is stored, reduced, burned, grinded or sorted. Debris resides at the site for a relatively short period prior to final disposal.
- 5) **Disposal Site/Tower Monitor:** Employee of DMC assigned to the debris management site to monitor DRC performance. Duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
- 6) **Debris Monitoring Contractor (DMC):** Debris monitoring contractor, including employees, partners, principals, agents and assignees who are a party to the agreement for the purposes of providing services.
- 7) **Eligible Debris:** As determined by FEMA Section #325 Debris Management Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the Debris Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.
- 8) **TCEQ:** Texas Commission on Environmental Quality.
- 9) **TxDOT:** Texas Department of Transportation.
- 10) **FEMA (Federal Emergency Management Agency):** a funding source to Jackson County and the Cities through the State of Texas, for activities during an event declared a disaster by the President of the United States.
- 11) **Field Supervisor:** Employee of the DMC who oversees field monitor crews.
- 12) **Field Monitor:** Employee of the DMC who oversees the DRC's debris removal activities and issues load tickets.
- 13) **FHWA (Federal Highway Administration):** The FHWA, through the Emergency Relief Program administered by the Texas Department of Transportation, is a federal funding source for work on Federal-Aid ("on-system") roadways and facilities.
- 14) **Project Manager (PM):** Employee of the DMC who functions as the primary point of contact and liaison for Entities and is responsible for the overall project management and coordinate of the Debris Monitoring Services.

<b>Sec. 1</b> <b>RFP PROPOSAL INFORMATION FOR CONTENT &amp; SUBMITTAL PROCEDURES</b>
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**SEC. 1-A: PROPOSAL EVALUATION**

Jackson County and the Cities will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The Entities will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the Entities.

the Entities reserve the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the Entities shall be final.**

**SEC. 1-B: RFP CRITERIA**

The Proposals received in response to this RFP will be evaluated and ranked by the designee(s) for Jackson County and/or the Cities in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each designee(s) for Jackson County and/or the Cities will conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each designee(s) for Jackson County and/or the Cities. Total point assignments from each designee(s) will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Qualifications/Experience	20
Resources and Availability	20
Project Approach & Management	15
FEMA Reporting & Reimbursement	20
Compensation	25
<b>TOTAL</b>	<b>100</b>

**SEC. 1-C: TENTATIVE PROCUREMENT SCHEDULE**

<b><u>Milestone</u></b>	<b><u>Date</u></b>
RFP Published	09/25/24
Pre-Proposal Meeting	10/10/24 @ 9:30 AM (CST)
Deadline for Questions	10/14/24 @ NOON
Submission Due Date	10/16/24
Commissioners Court Permission to Negotiate	10/22/24
Interviews, if necessary	TBA

**SEC. 1-D: PRE-PROPOSAL CONFERENCE INFORMATION**

A Pre-Proposal Conference will take place on the date indicated in Section C (Timeline), in the Jackson County Emergency Operations Center located at 115 W. Main Street, in Edna Texas (located inside the Jackson County Courthouse). There is no opportunity for remote attendance of this meeting.

#### **SEC. 1-E: ADDITIONAL INFORMATION**

The Jackson County Auditor will serve as the liaison between the County and the Cities with which intergovernmental or mutual aid agreements are in place at the time of performance. Requests from interested proposers for additional information or interpretation of the information included in the specifications should be directed in writing only with a subject line of RFP#2019-DSRM (via email) to:

Michelle Darilek, CPA  
Jackson County Auditor  
[m.darilek@co.jackson.tx.us](mailto:m.darilek@co.jackson.tx.us)

Proposals may be obtained from the Jackson County website, [www.co.jackson.tx.us](http://www.co.jackson.tx.us), under the Bid Notices and Results or at the office of Jackson County Auditor, Michelle Darilek-CPA, at 411 N. Wells, Room 201, Edna, Texas 77957. All questions must be received prior to the close of business on the date specified in *SEC. C (Timeline)*.

#### **SEC. 1-F: PROPOSAL SUBMISSION PROCEDURES**

All proposals must be received before **2:00 P.M. CST**, on the date specified in *SEC. C (Timeline)*

Electronically submit: [jacksoncounty@co.jackson.tx.us](mailto:jacksoncounty@co.jackson.tx.us)  
OR  
Deliver/Mail 4 copies to: Jackson County, 411 N Wells, Rm 201, Edna, TX 77957

To be considered, a proposal must be received by the time/date as listed in *SEC. C (Timeline)*. Proposals not received by **2:00 P.M. CST**, on the date specified in *Sec. C (Timeline)* will not be considered. Additional stipulations include:

- Submit file no larger than 24MB to the following email address: [jacksoncounty@co.jackson.tx.us](mailto:jacksoncounty@co.jackson.tx.us)
- Proposers shall submit one file that contains all necessary documents to support their proposal.
- All proposals shall be marked **RFP# 2024-02-Debris Monitoring**
- Proposals must include the name of the company submitting the proposal
- Any proposal received after the date and hour set for Proposal Opening (*SEC. C Timeline*) will not be accepted. Proposers will be notified.
- Right of Withdrawal - Proposals may not be withdrawn before the expiration of ninety (90) days from the proposal due date. Alterations made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals become the property of the Entities and may not be amended, altered or withdrawn without the recommendations of the Jackson County Auditor and the approval of the Jackson County Commissioners Court.
- Gratuity Prohibition – Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of Jackson County and/or the Cities, for influencing consideration of this proposal.

#### **SEC. 1-G: PROPOSAL CONTENT:**

Proposals submitted in response to this RFP should follow the format described below. Proposers are asked to respond fully and accurately to all questions/requests. Proposers are strongly encouraged to review the feasibility of their proposals prior to submission. Proposals should be organized, tabbed by letters below and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE EASILY PRINTED.**

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear, detailed responses to each criterion below:

##### **A. Qualifications / Experience:**

Describe your firm's qualifications and experience for providing Jackson County and/or the Entities' the requested services. Include in your response:



- a-1 General information about your firm* including the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract, if awarded, number of years providing these services, and number of staff your firm employees.
- a-2 Identify the Project Manager* and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall also be identified.
- a-3 Organizational Structure and Chain of Command Chart*
- a-4 Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by FEMA*, and reimbursement rules and procedures, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RMP.
- a-5 Past Performance/References:* Provide (3) professional references from projects as similar as possible to the proposed project. Include list of firm's disaster debris monitoring projects completed within the past (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, a brief description of the nature of the professional association. Provide the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
- a-6 Safety Performance* – Documentation of past safety performance. Include company's safety log summaries submitted to OSFHA and those of proposed subcontractors for 2016, 2017, and 2018 calendar year.
- a-7 Describe type of problems* your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
- a-8 Bonding-* State your firm's bonding capacity. Attach letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
- a-9 Disputes-* List of all closed, active, and pending FEMA disputes, audits or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- a-10 Reimbursements-* List and provide an explanation of all unrecovered REMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- a-11 Contracts Terminated-* Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles, and phone numbers/email address.
- a-12 Litigation or Regulatory Action-* Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, stated and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

**B. Resources & Availability:**

This section shall clearly define the availability of the Proposer's managers and key personnel, as well demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- b-1 Proposed Staffing-* Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
- b-2 Subcontractors-* Provide a subcontractor plan to include a clear description of the percentage of work to be contracted out and how subcontractors will be notified to comply with all requirements. Indicate participation by local subcontractors.
- b-3 Equipment-* Provide details of firm's fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm's equipment and supplies. Jackson County and/or the Entities' expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
- b-4 Current Workload-* Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.
- b-5 Current Contracts-* Provide a list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include name of public agency, their contact information, FEMA contacts (if available). Describe firm's ability to manage activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to Jackson County and/or the Cities with firm's full force of labor and equipment.
- b-6 Financial Statement-* Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest D&B report.

**C. Project Approach & Management**

The information presented shall be in enough detail to enable the Entities to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

- c-1 Procedures for Response-* **Provide your firm's procedures for disaster debris monitoring including but not limited to:**
  - Mobilizing procedures (including subcontractors). Provide breakdown of time required to perform each associated task.
  - DMS monitoring procedures, including truck capacity monitoring, truck load verification, ineligible debris, C&D debris, hazardous waste, HHW, e-waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear contaminated debris, site safety plan
  - Tracking source location, debris type, and documentation to the Entities and FEMA.
  - Managing subcontractors and field staff
  - Specialized debris removal services
  - Employee Training Program
  - Health and Safety Program

- Data Management
  - Incident Reporting
  - Quality Control Program
  - Vehicle certification procedures
  - Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction
  - Load tickets and associated reporting processes
  - Documenting, tracking and resolving complaints
  - Reporting (daily progress reports, etc.)
  - DRC invoice reconciliation and data management
  - Communications during a disaster event recovery
  - Demobilization
  - Audit Support
- c-2 Provide additional pertinent information as needed
- c-3 Describe materials and assistance that will be needed from Jackson County and/or the Entities'

**D. FEMA / Other Government Agencies with Jurisdiction Reporting and Reimbursement**

- d-1 Describe firm's reporting and reimbursement management program

In addition to the above requested information, the following forms must be included with the Proposal Packet. Failure to include the following forms with the submitted proposal will not be considered:

1. **References** (Form 47-1)
2. **Proposer Identification & Authorized Signature** (Form 47-2)
3. **Compliance with Federal and State Laws** (Form 47-3)
4. **Deficiencies and Deviations** (Form 47-4)
5. **No-Bid Response** (Form 47-5)
6. **Pricing Schedule** (Form 47-6)
7. **Affirmation of Proposal Submission** (Form 47-7)

**SEC. 1-H: PUBLIC INFORMATION ACT NOTICE**

Proposers shall identify those portions of their proposals that they deem to contain confidential and/or proprietary information. Such information must be individually and specifically noted, either at the location in the proposal, or in a separate listing contained within the proposal. Justification must also be provided, explaining why the material should not be subject to disclosure by the Entities upon request under the Texas Public Information Act. Proposers may not declare their entire proposal to be confidential or proprietary. Failure to provide specific identification and justification may result in release of the information if the Entities are requested to do so under the Act. After the official opening, Proposals become the property of the Entities and will not be returned.

**SEC. 1-I: REJECTION OF BIDS**

The Commissioners Court of Jackson County and City Council of the Cities reserves the right to reject any or all proposals, to waive any and all formalities and to accept any proposal considered advantageous to the Entities. In the case of

ambiguity or lack of clearness, the Entities reserve the right to construe a proposal in a manner most advantageous to the Entities or to reject such proposal.

#### **SEC. 1-J : EXCEPTIONS TO THE RFP**

Provide all exceptions to RFP terms and conditions (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the RFP's Standard Terms and Conditions as well as any future items and conditions incorporated via Addendum to this RFP.

#### **SEC. 1-K : INDEMNIFICATION**

Proposer agrees to defend, indemnify, and hold the Entities whole and harmless against and any all claims for damages, costs and expenses to persons or property to the extent that they arise out of, or be occasioned by any negligent act or omission of Proposer or any officer, agent, servant, employee, or associate of Proposer in the execution or performance of this agreement.

Proposer further agrees to indemnify the Entities against all claims for damages that may arise from any claim made by an officer, agent, employee, associate, or subcontractor of Proposer or as a result of the entry of any of Proposer's officers, agents, employees, associates or subcontractors onto the property of the Entities. The duty to indemnify provided by the previous sentence shall apply regardless of the acts or omissions of the Entities if the damage arises from (1) personal injury, (2) death, (3) property injury or (4) any other expense that arises from the personal injury, death, or property injury. This indemnity shall not apply to any claim to the extent to which Engineer is prohibited from indemnifying a governmental entity pursuant to Tex. Local Gov't Code §271.904 or other law. Furthermore, any money due the successful Proposer under this Contract shall be considered necessary to the Entities may be retained for the use of the Entities to secure this indemnity.

#### **SEC. 1-L : DEBARMENT**

By submitting a proposal, the Proposer certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

#### **SEC. 1-M : WAIVER OF INTEREST**

The Proposer selected by the Entities shall waive all rights to interest on retainage as called for in Section 2252(2), Government Code, and shall execute a waiver of these rights simultaneously with the execution of the contract.

#### **SEC. 1-N: CONFLICT OF INTEREST**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. the Entities) must disclose the in the **Questionnaire Form CIQ** (FORM D) the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By Law, the Questionnaire must be filed with Jackson County, County Auditor's Office and/or City Secretary of the Cities, no later than seven (7) days after the date the person begins contract discussions or negotiations with the Entities, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the Entities. Updated Questionnaires must be filed in conformance with Chapter 176.

Any questions about compliance should be directed to your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

#### **SEC. 1-O: COMPLIANCE WITH LAWS**

In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act and all other applicable Federal and State laws,

regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**SEC. 1-P:       COMPENSATION**

Provide compensation schedule on **Form B**. The hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation).

**SEC. 1-Q:       DRUG AND ALCOHOL TESTING**

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the Entities Substance Abuse Guidelines, the Entities reserve the right to inspect all contractor work areas, which include any personal items brought onto the Entities' premises including personal vehicles. Any violation of the provisions of the Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

**SEC. 1-R:       TAX EXEMPT**

The Entities are exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Jackson County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

## **Sec. 2**

### **CONTRACT CONDITIONS, TERMS, PAYMENT, OTHER RELATED INFORMATION**

#### **SEC. 2-A: USE OF LOCAL RESOURCES**

Per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use, his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least 30% of local subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontractors, and employing workers

#### **SEC. 2-B: RIGHT OF NEGOTIATION**

The Entities reserve the right to negotiate with the selected proposer the exact terms and conditions of the contract

#### **SEC. 2-C: CONTRACT**

The contract between the Entities and awarded Contractor shall consist of:

- (1) the Request for Proposal (RFP) and any amendments thereto, and
- (2) the proposal submitted by the Proposer in response to the RFP, including any resultant negotiation.

In the event of a conflict in language between the two documents reference above, the provisions and requirements set forth and/or referenced in the RFP shall be govern. However, the Entities reserve the right to clarify any contractual relationship in writing with the concurrence of the awarded Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

#### **SEC. 2-F: CONTRACT TERM**

The contract term shall begin upon award and the approval of the Commissioners Court of Jackson County and/or the Cities' Council of Governance and shall be for one (1) year with an option to renew annually for up to four (4) additional years if mutually agreed upon by both the Entities and the awarded Contractor. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by the Commissioners Court of Jackson County and/or the Cities' Council of Governance each period. Once renewal option is exhausted, the Contractor must rebid. The Entities retain the right to reject any and all bids or to request new bids at any time if in the best interest of the Entities.

#### **SEC. 2-G: RENEWAL PRICING TERMS**

Any change in pricing for a renewal term may be based on a formula reflecting changes in the Consumer Price Index as determined by the Jackson County Auditor's Office and agreed upon by all parties.

#### **SEC. 2-H: TERMINATION OF CONTRACT FOR CONVENIENCE**

**Termination of Contract for Convenience and/or Default:** The Entities may, by 90 day written notice to the Contractor, terminate the contract in whole or in part at any time, either for the Entities' convenience or because of the failure of the Contractor to fulfill their obligations under this contract.

#### **SEC. 2-I: TERMINATION OF CONTRACT – DEFAULT**

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its specifications and completion in accordance with the Contract, or any extension thereof, the Entities may, by written notice to the Contractor, terminate and cancel the Contract. In such event, the Contractor shall have the right to be compensated for work performed up until the time of termination, which shall become effective on the date as specified in the Notice of Cancellation sent to the Contractor. the Entities shall be the sole authority in determining the amount of equitable payment to the Contractor.

Upon receipt of such notice, the Contractor shall:

- 1) Immediately discontinue any part or all services as directed by the authorized authority or representative of the Entities, and
- 2) Deliver to the Entities, the originals of all data, records, reports, load tickets, and such other information and materials as may have been accumulated by the Contractor in performing under this contract, whether completed or in progress.
- 3) The rights and remedies of the Entities provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**SEC. 2-J:        ADDITIONAL CONDITION OF AWARD - CERTIFICATE OF INTEREST PARTIES FORM 1295**

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the County and/or City may not award a contract to a bidder unless the bidder submits a “Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the Entities as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the Entities’ is the best bid received, the Entities or either of its consultants, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 4:00pm on the Tuesday following award by one or more of the Entities, electronically file Form 1295. **Form 1295 can be found and filed electronically at [www.ethics.state.tx.us/](http://www.ethics.state.tx.us/).**

Neither Jackson County and/or the Entities’ nor its consultants have the ability to verify the information included in a Disclosure Form, nor do they have an obligation nor undertake responsibility for advising any business entity with respect to proper completion of the Disclosure Form.

Change or Amended Contracts: Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

**SEC. 2-K:        INDEPENDENT CONTRACTOR**

The parties intend that Proposer, in performing services under this contract, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The Proposer shall be free to contract for similar services to be performed for other persons, firms or corporations and Proposer is not be considered an agent or employee of the Entities and is not entitled to participate in any employee benefits of the Entities. Further, the Entities shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance except with respect to the employees of the Entities.

**SEC. 2-L:        PLACE OF PERFORMANCE**

Applicable Law and Venue: This contract is performable in Jackson County Texas, and shall be governed by the law of the State of Texas (excluding conflict of laws rules if the application of such rules would require the application of the laws of a different state or nation). Venue for any action hereunder, at law or in equity, shall be in a court of competent jurisdiction located in Jackson County, Texas.

## **SEC. 2-M: WARRANTY OF AUTHORITY**

If any of the undersigned is acting on behalf of a partnership, corporation or other entity recognized by the law of the State of Texas, such person hereby REPRESENTS, WARRANTS, and COVENANTS that such person has the authority to do so, and that the signed instrument is binding upon such partnership, corporation or other entity according to its terms.

## **SEC. 2-N: MINIMUM WAGE RATES**

The Contractor shall pay the wage rates for the various classes of labor employed directly with this project in accordance with the U.S. Department of Labor General Decision No. TX150331, which is attached to these contract documents and included herein. Intentional failure of the Contractor to pay the specified wage rates for workers directly employed on the project may subject the Contractor to a penalty as specified by Texas Government Code §2258.023

## **SEC. 2-O: RESPONSE TO EMERGENCY**

When a major disaster occurs or is imminent the County will initially send out an alert to the contractor. This alert will serve to activate the lines of communication between the contractor's representatives and the County and may require the contractor to send a representative to the County within 24 hours to begin planning for operations and mobilization. Subsequently, the County will issue the first Notice to Proceed Task Order (NPTTO), which will authorize the contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. The contractor should anticipate receiving this first Task Order from the County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional Task Orders will be issued for those Cities, indicated in a County Task Order, for the debris monitoring, within the boundaries of the Cities or the unincorporated County. The contractor shall provide an Operations Supervisor for each Task Order for services. This Operations Supervisor will coordinate all Task Order activities of the contractor within the boundaries of the County and the Cities.

## **SEC. 2-P: INVOICING**

DMC shall submit invoices on a monthly basis to the appropriate entity within 30 days after the entity accepts the completed work pursuant to the contract. The appropriate entity shall pay the contractor within 30 days after receipt of the invoice. Invoices shall be submitted to the appropriate entity at the following addresses:

Jackson County Auditor	City of Edna	City of Ganado	City of Laward
411 N. Wells – Room 201	126 W. Main St.	PO Box 264	PO Box 178
Edna, Texas 77957	Edna, Texas 77957	Ganado, Texas 77962	La Ward, Texas 77970

**Invoices are to be detailed as to (1) Date of Service, (2) Detailed Description of Services Provided, (3) Price**

- DMC shall ensure all contract quantities and perform DRC invoice verification for the Entities and resolve any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the Jackson County Auditor and/or City Financial Officers in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with Federal, State, and Local Rules, Regulations and Laws.
- Final invoice shall be submitted to the Jackson County Auditor and/or the City Financial Officers no later than (30) calendar days following final acceptance of the individual task requested by the Entities
- Payment Schedule: Invoices will be processed for payment only after approval by the Jackson County Debris Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Jackson County Debris Manager or designee.
- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.



- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.
- No administrative, reporting and/or clerical expenses will be paid. Administrative, reporting and/or clerical expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Debris Management Site Monitors, Roving Debris Monitors. Billable time shall be limited to hours when debris-hauling trucks are in operation. The Entities' Debris Manager(s) or designee(s) shall determine the hours of truck operation and shall specify a starting time for truck operation. The truckload tickets shall determine the ending time of truck operation.
- No overtime rates will be paid.
- Payment of expenses considered incidental to the execution of the contract are at the sole discretion of the Entities. Examples of such expenses include but are not limited to the following; Radio and/or Television Advertising, Mass Mailings, Doorknockers, and Roadside Signs. Typically, those expenses related to public information on a County/Citywide basis would be considered incidental.

#### **SEC. 2-Q: FUNDING**

The Entities will establish funding for this contract once a disaster has been declared/determined. No work should begin without prior written authorization. Funding for subsequent years is based on budget appropriations as set by Jackson County Commissioners Court and/or Cities' of Councils of Government.

#### **SEC. 2-R: FEDERAL CLAUSES:**

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

##### **Equal Opportunity Clause**

This requirement applies to all contracts involving a "federally assisted construction contract". "Construction work" is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite function incidental to the actual construction.

Contractors must adhere to any Federal implementing regulations and other requirements that the Department and FEMA have with respect to nondiscrimination.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **Davis Bacon Act and Copeland Anti-Kickback Act.**

For all prime construction, alteration or repair contracts in excess of \$2,000 funded with awards from a federal agency, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors’ must be required to pay wages not less than once a week.

Contractor must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874, 40U.S.C. §3145), as supplemented by its implementing regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States) The Contractor or subcontractor shall insert in any subcontracts the clause that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations to the federal awarding agency. The Contractor also agrees to include these requirements in each subcontract or third-party contract at any tier.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **Contract Work Hours and Safety Standards Act.**

This requirement applies to all FEMA contracts awarded by a non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers.

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for

the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs. (1) through (4) of this section.

#### **Clean Air Act and the Federal Water Pollution Control Act.**

##### Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Energy Policy and Conservation Act.**

Contractor agrees to comply with the Energy Policy and Conservation Act (42U.S.C. Section 6201).

#### **Debarment and Suspension.**

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Byrd Anti-Lobbying Amendment.**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **Political Activities.**

Contractors are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

### **Procurement of Recovered Materials.**

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. 200.322. (1) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

### **Access to Records.**

- 1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### **DHS Seal, Logo, and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

#### **Compliance with Federal Law, Regulations, and Executive Orders.**

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

#### **Civil Rights and Non-Discrimination.**

During the performance of this contract, the Contractor agrees as follows:

- 1) Nondiscrimination on the Basis of Race, Color, and National Origin.

Contractor will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 7 (*Nondiscrimination in Federally Assisted Programs*), and the Department's implementing regulations at 6 C.F.R. Part 21 (*Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance*) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- 2) Nondiscrimination on the Basis of Sex.

Contractor will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 *et seq.*), FEMA's implementing regulations at 44 C.F.R. Part 19 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*), and the Department's implementing regulations at 6 C.F.R. Part 15 (*Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

- 3) Nondiscrimination on the Basis of Disability.

Contractor will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Contractors must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4) Nondiscrimination on the Basis of Handicap.

Contractor will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (*Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency*) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

5) Nondiscrimination on the Basis of Age.

Contractor will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 *et seq.*), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (*Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

6) Nondiscrimination on the Basis of Limited English Proficiency.

Contractor will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Contractor shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

**Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms:**

Contractor will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

- (1) Placing small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises;

- (5) Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
- (6) Contractor must require subcontractors to take the five affirmative steps described in a-e above.

#### **Environmental and Historic Preservation Protections.**

Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third-party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.

Contractor shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

#### **Disaster Reservists.**

Contractor may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities

#### **False Statements Act.**

Contractor agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 37293733.

#### **Fraud Waste and Abuse.**

Contractor understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on- going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

#### **Prompt Payment.**

The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.



**Retention of Records.**

The Contractor agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Contractor must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

<p style="text-align: center;"><b>Sec. 3</b> <b>INSURANCE &amp; BONDS</b></p>
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**SEC. 3-A:      INSURANCE**

All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. At contract execution, contractor shall furnish County with property executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from a reputable insurance company or companies licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum:

**Workers' Comp & Employer's Liability** (contractor must comply with requirements of Tex. Labor Code § 406.096 and 28 TAC § 110.110). In addition, insurance certificate must provide:

- a. Policy Limits --- "Statutory Limits" box should be checked on certificate & coverage must comply with rules of Texas Workers' Compensation Commission applicable to public construction contracts.
- b. Waiver of Subrogation against the Entities and its officers, agents, and employees shall be included.
- c. If any of the Contractor's employees engaged in hazardous work on the project under this contract are not protected under the Worker's Compensation Statute, then the Contractor shall provide adequate employer's general liability insurance for the protection of this class of employees.

**General Public Liability Insurance as follows:**

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the County and its officers, agents, and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

**Comprehensive Motor Vehicle Liability**

Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

OR

\$600,000 combined single limit per occurrence.

The policy shall name the Entities as an additional insured and include a waiver of subrogation against the County and its officers, agents, and employees.

**Owner's Protective Liability**

If the contract is for more than \$100,000, Owner's Protective Liability, issued in the name of the Entities, on a separate Certificate of Insurance as follows:

\$250,000 for injuries to one person per occurrence;

\$500,000 for injuries to all persons in a single occurrence per occurrence;

and \$100,000 for property damage per occurrence OR

\$600,000 combined single limit per occurrence.

**1.11.4 Umbrella Policy**

If the contract is for more than \$100,000, Umbrella Policy Coverage of at least \$500,000 overlying commercial general liability and motor vehicle liability policies with The Entities shall be named an additional insured on this policy,  
OR

at least \$1,000,000 Combined Single Limit on both General Public Liability and Comprehensive Motor Vehicle Liability Insurance.

The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

**SEC. 3-B: PERFORMANCE AND PAYMENT BONDS**

The Proposer must be capable of executing satisfactory Performance Bond and Payment Bond for one-hundred (100%) percent of the awarded contract sum in accordance with the conditions of the contract. **A letter from a Surety Company must be remitted with each proposal verifying that the Proposer is currently bondable. Each year upon renewal an updated letter is required to be provided to the Auditor's Office.** The Bonds must be submitted within forty-eight (48) hours of activation of the contract and prior to any work commencing. The Bonds must be issued by a solvent surety company that possesses a valid certificate of authority from the United States Secretary of the Treasury, as evidenced by the list published in the Federal Register by the United States Department of the Treasury, covering the date on which the bond was executed. Bonds are to be furnished as a guarantee of the faithful performance of work and for protection of the claimants for labor and material.

The Performance Bond shall extend for a period of one year (12 months) from the date of the Owner's Certificate of Acceptance.

If the total amount awarded is less than \$25,000.00, a Performance and Payment Bond will not be required provided that the Owner will pay no monies to the Contractor until completion and acceptance of the work.

In accordance with Government Code §2253.021, if the bid amount exceeds \$50,000.00, the Owner will require a 100% Payment Bond for the Project. If the bid amount exceeds \$100,000.00, the contractor will be required to provide the Performance Bond and Payment Bond.

## Sec. 4

### DESCRIPTION OF SERVICES, DATA MANAGEMENT & DOCUMENTATION, REPORTING, REQUIRED PERMITS, MEETINGS & COMMUNICATIONS, OTHER/ANNUAL SERVICES

#### **SEC. 4-A: DESCRIPTION OF SERVICES**

The **Debris Monitoring Contractor (DMC)** shall provide disaster debris monitoring management services to support the Entities in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as hurricanes, floods or tornadoes, or man-made disasters causing catastrophic events such as pipeline explosions, gas-line explosions, etc. When a major disaster occurs or is imminent, the Entities will contact the DMC to advise them of the intent to active the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, municipal or county owned properties and facilities, and anticipated monitoring locations as described below:

- 1) Public rights-of-way within Jackson County and/or the Cities.
- 2) Debris Management Site(s) as specified by the Local Debris Manager(s) of Entities.

Potential DMS sites:

- 1) Jackson County Solid Waste Transfer Station
- 2) Old Jackson County Fairgrounds, Edna Texas

The sites identified above are subject to change and more sites may be added as necessary.

In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after tropical sustained winds have receded to below 40mph in Jackson County.

The DMC shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. The DMC shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

The DMC shall monitor Debris Removal Contractor (DRC) activities to ensure satisfactory performance. Monitoring includes:

- a) verification that all debris picked up is from public property or right-of-way, drainage areas/canals, waterways, and other eligible, or designated areas and is a direct result of the disaster;
- b) measurement and inspection of trucks to ensure they are fully loaded;
- c) on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal sites
- d) verification that the contractor is working efficiently and in its assigned contract areas;
- e) verification that all debris management sites have access control and security

These services will include the following activities but are not limited to:

- 1) **Project Manager Responsibilities:** *(PM - Employee of the DMC who functions as the primary point of contact for the Entities and is responsible for the overall project management and coordinate of the Debris Monitoring Services)*
  - a) Ensure a sufficient number of trained Debris Monitors are available to monitor the “first push”, cut and toss debris clearance operations;

- b) Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities;
- c) Provide a tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
- d) Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
- e) Provide data entry and document processing personnel if applicable;
- f) Conduct safety meetings with field staff as necessary;
- g) Respond to and document issues regarding complaints, damages, accidents and incidents involving the DMC or DRC personnel and ensure that they are fully documented and reported to the Local Debris Manager(s) of the Entities or its’ designee(s).
- h) Coordinate daily briefings with the Local Debris Manager(s) for the Entities or its’ designee(s) and the DRC, daily status reports of work progress and staffing;
- i) Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
- j) Review and reconcile debris removal contractor invoices submitted to the Jackson County Auditor and/or the Cities’ Financial Officers and,
- k) Ensure preparation and submission of interim operations and status reports and a final report, as directed by the Local Debris Manager(s) for the Entities or its’ designee(s).

**2) Field Monitoring Staff Responsibilities:** DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- 1) Accurately measure and certify truck capacities (recertify on a regular basis).
- 2) Quality assurance/control of truck certification measurements throughout the life of the project.
- 3) Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways – first push (cut & toss) and first pass and for second and subsequent passes on all roadways, as directed by the Entities.
- 4) Properly and accurately complete and physically control load tickets (in tower and field).
- 5) Ensure that trucks are accurately credited for their load.
- 6) Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).
- 7) Validate hazardous trees, including hangers, leaners, and stumps.
- 8) Ensure that hazardous wastes are not mixed in loads.
- 9) Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- 10) Report if improper equipment is mobilized and used.
- 11) Report if contractor personnel safety standards are not followed.
- 12) Report if general public safety standards are not followed.
- 13) Report if completion schedules are not on target.
- 14) Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- 15) Assure that force account labor and/or DRC work is within the assigned scope of work.

- 16) Monitor site development and restoration of DMS.
- 17) Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal Regulations (i.e., proper disposal of hazardous wastes).
- 18) Record the types of equipment used (Time & Materials contract).
- 19) Record the hour's equipment was used, including downtime of each piece of equipment by day (Time & Materials contract).
- 20) Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- 21) Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- 22) Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- 23) Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- 24) Document and report activities to the Local Debris Manager(s) for the Entities or its' designee(s), which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- 25) Document and report to the Local Debris Manager(s) for the Entities or its' designee(s) damages which occur on public or private property as a result of DRC operations.
- 26) Document and report to the Local Debris Manager(s) for the Entities or its' designee(s) any violations of TCEQ debris site conditions.
  - If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ, performed by the DRC.
- 27) Data collection/documentation.
- 28) Management of designated debris staging and processing sites.
- 29) Review and validate DRC invoices prior to submission to the Jackson County Auditor and/or the Cities' Financial Officer(s) for processing and payment.
- 30) Provide other project management services, including emergency communications.
- 31) FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:
  - a) Field Monitoring
  - b) Truck and Trailer Certification
  - c) Load Ticket Process Development, validation and all accounting services
  - d) Filing/Reporting of documents for FEMA reimbursement process

**SEC. 4-B: DATA MANAGEMENT AND DOCUMENTATION** - The DMC shall ensure all necessary documentation is provided to the Local Debris Manager(s) for the Entities or its' designee(s) as follows:

- 1) Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable Federal, State or Local agencies.
- 2) Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.

- 3) Completion of truck certifications, equipment certifications and establishment of a *Quality Assurance and Quality Control (QA/QC)* program throughout the life of the project.
- 4) Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other Federal, State or Local programs, etc.
- 5) Documentation of eligible hazardous stump removal, hangers, leaners or tree removal, which includes photographic records, GPS, coordinates, street or milepost identifier and/or other information as available and applicable.
- 6) Environmental authorizations and/or permits as applicable.
- 7) Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated with the Local Debris Manager(s) of the Entities or its' designee(s).
- 8) Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- 9) Provide certified weigh master if requested.
- 10) Assist the Local Debris Manager(s) of the Entities or its' designee(s) in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.
- 11) Organize, maintain and provide to the Local Debris Manager(s) of the Entities or its' designee(s) electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Local Debris Manager(s) of the Entities or its' designee(s) upon completion of the project.

**SEC. 4-C: REQUIRED PERMITS** - The DMC will be required to:

- 1) Assist the Local Debris Manager(s) of the Entities or its' designee(s) with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- 2) Assist the Local Debris Manager(s) of the Entities or its' designee(s) with any pre or post sampling of soil and groundwater, and
- 3) Monitor compliance by the DRCs to any permit requirements.

**SEC. 4-D: MEETINGS/COMMUNICATION** - The DMC will be required to:

- 1) Conduct daily meeting with the Local Debris Manager(s) of the Entities, Entity officials and/or the designee(s).
- 2) Conduct field meetings as needed.
- 3) Provide phone consultations and reference information to the Local Debris Manager(s) of the Entities or its' designee(s) upon request.

**SEC. 4-E: COMMUNITY RELATIONS SUPPORT SERVICES** – In addition, the DMC will be required to provide comprehensive community relations support during all phases of the disaster debris recovery project including but not limited to:

- 1) Providing the Local Debris Manager of the Entities, Entity Officials and/or the Entities' designee(s) with comprehensive progress reports.
- 2) Damage complaint investigations and resulting resolution reports.
- 3) Media Relations.
- 4) Preparing any necessary audio/visual products, including fact sheets.

- 5) Establishing telephone call centers.
- 6) Participating in public meetings.

**SEC. 4-F: OTHER RELATED SERVICES** – The selected DMC shall also

- 1) Perform damage assessments to determine areas impacted for the purpose of quantities and types of debris to be removed
- 2) Training of selected the Entities' staff as assigned by the Local Debris Manager(s) of the Entities, Entity Officials and/or the Entities' designee(s) in essential Debris Management, Monitoring, and Collection functions to ensure appropriate interface with Contractors, County, State and Federal agencies as directed by the Local Debris Manager(s) of the Entities, Entity Officials and/or the Entities' designee(s).
- 3) Additional Services – Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

**SEC. 4-G: ANNUAL SERVICES** – The DMC shall provide the following annual services at no additional cost to the Entities:

- 1) Attend one (1) meeting annually for pre-event planning.
- 2) Prepare and present at the annual meeting a written plan of operations to the Entities, including a clear description of the percentage of work DMC may subcontract out and a list of those subcontractors.
- 3) Review and visit with the Local Debris Manager(s) of the Entities or its' designee(s), the DMS location(s) to be used (as applicable).



<p style="text-align: center;"><b>Sec. 5</b> <b>REQUIRED FORMS</b></p>
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The following forms must be filled out in their entirety in TYPEWRITTEN format and where indicated for signatures, must be signed and scanned in BLUE INK.

Forms must be included with the proposal file that is submitted. Any form that is found incomplete or not in the format as instructed, can lead to disqualification of proposal submission.

- Form 47-1: VENDOR INFORMATION
- Form 47-2: REFERENCES
- Form 47-3: PROPOSER IDENTIFICATION & AUTHORIZED SIGNATURE FORM
- Form 47-4: COMPLIANCE WITH FEDERAL AND STATE LAWS (CERTIFICATION OF ELIGIBILITY)
- Form 47-5: SYSTEM FOR AWARD MANAGEMENT (SAM) RECORD FOR COMPANY NAME & PRINCIPAL
- Form 47-6: CONFLICT OF INTEREST QUESTIONNAIRE
- Form 47-7: CERTIFICATION REGARDING LOBBYING
- Form 47-8: DEFICIENCIES AND DEVIATIONS FORM
- Form 47-9: NO BID RESPONSE FORM
- Form 47-10: PRICING SCHEDULE:
  - Sec. A) Listed Staff Positions
  - Sec. B) Additional Required Staff Positions
  - Sec. C) Optional Staff Positions
- Form 47-11: AFFIRMATION OF PROPOSAL SUBMISSION

**VENDOR INFORMATION (Form 47-1)**

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax-Exempt Organization		
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____      Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	<div style="display: flex; justify-content: space-between;"> <div>           DBE-Disadvantaged Business Enterprise            SBE-Small Business Enterprise            HUB – Texas Historically Underutilized Business            WBE-Women's Business Enterprise         </div> <div>           Certification # _____            Certification # _____            Certification # _____            Certification # _____         </div> </div>		
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	
	>\$22,400,000 _____		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

**THIS FORM MUST BE SUMITTED WITH THE SOLICITATION RESPONSE**

(Form 47-2)  
**REFERENCES**

Please list three (3) references, **other than Jackson County or incorporated entity within Jackson County**, who can verify your performance as a Vendor. Performance includes but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Jackson County to determine Respondent's ability to provide the intended goods or service of this Proposal. Jackson County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

Failure to supply required reference will deem Respondent as non-responsive and it will not be considered for award. Respondent involvement with reference checks is not permitted. Only Jackson County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

**REFERENCE ONE**

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

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

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

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

**E-mail Address:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**REFERENCE TWO**

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

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

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

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

**E-mail Address:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

**REFERENCE THREE**

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

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

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

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

**E-mail Address:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_

**Contract Period:** \_\_\_\_\_

(Form 47-3)

**PROPOSER IDENTIFICATION & AUTHORIZED SIGNATURE FORM**

**RFP DISASTER AND/OR STORM RECOVERY MONITORING**

**RFP REFERENCE NUMBER: 2024-02**

**DO NOT HANDWRITE THIS FORM, ALL INFORMATION MUST BE IN TYPED FORM  
SIGNATURE MUST BE PRINTED AND SIGNED IN BLUE INK**

**PROPOSER COMPANY:**

\_\_\_\_\_  
*(Legal name of business, which will appear on, awarded contract)*

**PROPOSER STATUS: (Mark all that apply with "X" in box next to description)**

☐

• Manufacturer

☐

• Dealer/Distributor

☐

• Other (give details): \_\_\_\_\_

**RESPONSE TYPE: (\*1)**

☐

• Single Proposer

☐

• Joint Proposer (Name of Joint Proposer): \_\_\_\_\_

**CONTRACT SIGNATORY: (\*2)**

\_\_\_\_\_

**PRINTED NAME HERE:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**MAILING ADDRESS (\*3):**

\_\_\_\_\_

**PHYSICAL ADDRESS:**

\_\_\_\_\_

**CONTACT NUMBER:**

\_\_\_\_\_

**FAX NUMBER:**

\_\_\_\_\_

**EMAIL ADDRESS:**

\_\_\_\_\_

**WEB PAGE URL:**

\_\_\_\_\_

**FEDERAL ID NUMBER:**

\_\_\_\_\_

\* (1) = If Joint Proposer, all parties must submit a signed 48-1 Form. A contract will be offered to each;

\* (2) = Person who will sign final contract documents if award is made. Sign in blue ink and give title of authority

\* (3) = Address to which final contract documents would be sent for signature

(Form 47-4)  
**COMPLIANCE WITH FEDERAL AND STATE LAWS**

**CERTIFICATION OF ELIGIBILITY**

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify Jackson County and the Entities. Failure to do so may result in terminating this contract for default.

**RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.**

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. Texas Government Code Section 808.001, effective September 1, 2017, defines the term "boycott Israel". Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

**DISCLOSURE OF INTEREST PARTIES**

By submitting a Proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Jackson County and Entities purchasing departments and/or requesting department, the "Certificate of Interested Parties", Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information

1) Pursuant to 44 CFR Part 13.35, the Proposer, hereby affirms that Proposer: *(Check all that are applicable)*

☐ Is **NOT** excluded from doing business at the Federal Level.

☐ Is **NOT** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2) Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Proposer/Bidder:

☐ Does **NOT** boycott Israel or invest in companies that boycott Israel

☐ Does **NOT** conduct business with Iran, Sudan, or a foreign terrorist organization

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

**PRINT NAME:** \_\_\_\_\_

(Form 47-5)

**Insert System for Award Management (SAM) record search for company name and company principal**

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**Form 47-7**  
Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## DEFICIENCIES AND DEVIATIONS FORM

[illegible]

**(Form 47-9)**

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Jackson County Auditor's Office and Entity Purchasing Department is interested in the reasons why Vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Jackson County and the Cities. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications  
☐ Items or materials requested not manufactured by us or not available to our company.  
☐ Insurance requirements too restricting  
☐ Bond requirements too restricting  
☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.)  
☐ Project not suited to our organization  
☐ Quantities too small  
☐ Insufficient time allowed for preparation of bid/proposal  
☐ Other (please specify):

<b>Vendor Name:</b>	
<b>Contact Person:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

(Form 47-10)  
**PRICING SCHEDULE**

*Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation*

**SEC. A – Listed Staff Positions**

Item No.	Position	Hourly Rate	Extended Cost
1	On-Site Project Manager (PM)		\$
2	DMS and Field Supervisors		\$
3	Field Monitors		\$
4	DMS and Tower Monitors		\$
5	GIS Specialist		\$
6	Data Manager		\$
7	Billing / Invoice Analyst		\$
8	Data Entry / Administrative Staff		\$
\$			

**SEC. B – Additional Required Staff Positions**

*List all other positions not listed in Sec. A, along with the hourly rate, that Proposer will utilize to perform the services presented in this RFP.*

Item No.	Position	Hourly Rate	Extended Cost
1			\$
2			\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$
\$			

<b>TOTAL ESTIMATED COST (Sec. A &amp; Sec. B)</b>	<b>\$</b>
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## AFFIRMATION OF PROPOSAL SUBMISSION

A duly authorized officer of the company, whose signature is binding on the PROPOSAL, shall sign all pages in the proposer's PROPOSAL containing all attachments, exhibits, etc.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the enclosed proposal. Further, the undersigned certifies by signature, to having read and understand the terms of this Proposal.

+++++

**STATE RESIDENT CERTIFICATION:** Our principal place of business or corporate office is in the State of Texas.

YES \_\_\_\_\_ NO \_\_\_\_\_

**LOCAL RESIDENT CERTIFICATION:** Our principal place of business or corporate office is in Jackson County and/or the City of Edna, City of Ganado, City of La Ward (entities of Jackson County, Texas).

YES \_\_\_\_\_ NO \_\_\_\_\_

**NON-RESIDENT CERTIFICATION:** Our principal place of business is \_\_\_\_\_  
(County & State)

Name and Address of Proposer:

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Telephone No: (     )

Signature (Blue Ink):

Printed Name:

Title:

Date:

**RETURN THIS PAGE PROPERLY COMPLETED AND SIGNED WITH YOUR PROPOSAL**