

**REQUEST FOR PROPOSALS**  
**Matagorda County, Texas**  
**City of Bay City, Texas**  
**City of Palacios, Texas**  
**RFP No.: 24-001**

Bids/ RFPs / RFQs will be opened at:

Matagorda County Office Building

2200 7<sup>th</sup> Street

Bay City, Texas 77414

(Per Auditor's Dept. time clock) on deadline due date. RFPs received later than the date and time above will not be considered.

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

RETURN/DELIVER RFP TO MATAGORDA COUNTY AUDITOR'S DEPARTMENT:

Matagorda County Courthouse

ATTN: Auditor's Department

2200 7<sup>th</sup> Street, Room #208 Bay City, Texas 77414

For additional information or to request addendum contact: Kristen Kubecka, County Auditor

kkubecka@co.matagorda.tx.us

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

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

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

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

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

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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

Is Offeror's principal place of business within the State of Texas? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. WHEN AN AWARD LETTER IS ISSUED, THIS RFP BECOMES THE CONTRACT BETWEEN YOU (OFFEROR) AND MATAGORDA COUNTY, CITY OF BAY CITY, AND/OR CITY OF PALACIOS. IF A SPECIFIC RFP-REQUIRED CONTRACT IS TO BE UTILIZED IN ADDITION TO THIS RFP, THIS SIGNED RFP WILL BECOME PART OF THAT CONTRACT. WHEN AN ADDITIONAL CONTRACT IS REQUIRED A RFP AWARD DOES NOT CONSTITUTE A CONTRACT AWARD AND RFP/ CONTRACT IS NOT VALID UNTIL CONTRACT IS AWARDED BY COMMISSIONER'S COURT, AND/OR APPLICABLE CITY COUNCIL.

CHECK LIST

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Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Auditor's Office immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

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

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

- Is your bid sealed with bid #, title, Bidder Name, & return address on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?

#### INSTRUCTIONS FOR SUBMITTING RFPs

These General Instructions apply to all offers made to Matagorda County, City of Bay City and City of Palacios for this RFP (herein after referred to as "Entity") by all prospective Offerors (herein after referred to as "Offerors") on behalf of Solicitations including, but not limited to, Invitations to RFQ/RFP.

- Carefully read all instructions, requirements and specifications.
- Fill out all forms properly and completely.
- Submit your bid with all appropriate supplements and/or samples.
- Prior to returning your sealed bid response/submittal, all Addendums - if issued - should be reviewed

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Matagorda County, City of Bay City or City of Palacios' interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Offeror as such, in the columns to the right on the "Minimum Specifications' Forms". Matagorda County, City of Bay City and City of Palacios' specifications may be exceeded and should be noted by the Offeror as such.

Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of Matagorda County, City of Bay City or City of Palacios' Purchasing guidelines, Texas Local Government Code, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Matagorda County, City of Bay City and City of Palacios may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Entity's Attorney concerning any portion of these requirements. If any question results in a change or addition to this RFP, the change(s) and addition(s) will be forwarded to all Offerors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFPs/RFQs must be backed-up by written addendum or written Q/A clarifications which will be emailed.

Without written Addendum or written Q/A clarification, verbal changes to Bids/RFP/RFQ will not apply.

#### CONFLICT OF INTEREST QUESTIONNAIRE:

For Offeror or other person doing business with local governmental entity, this questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the Auditor or Finance Director of the local government not later than the

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7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with the Auditor or Finance Director subject to above instructions.

**DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the Auditor or Finance Director of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Matagorda County, City of Bay City, and City of Palacios require all persons or firms seeking to do business with Matagorda County, City of Bay City, or City of Palacios to provide the following information if the person becomes aware of facts that require this statement to be filed. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with the Auditor or Finance Director subject to above instructions.

**OFFEROR SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE OFFEROR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET.** In the event of inclement weather and Entity Offices are officially closed on a RFP deadline day, RFPs will be received until 2:00 p.m. of the next business day.

**RFPs SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. SUCCESSFUL OFFEROR WILL BE NOTIFIED BY EMAIL.** All responding Offerors will receive written notification regarding the outcome of the award.

**BIDDERS/OFFERORS MAY ATTEND PUBLICLY HELD COMMISSIONERS COURT AND/OR CITY COUNCIL MEETING FOR AWARD OF THIS SOLICITATION.** All responding bidders/offerors are welcome to attend the publicly held COMMISSIONERS COURT AND/OR CITY COUNCIL meeting relative to the outcome/award of this solicitation. Commissioners Court and City Council agendas date and times may be obtained online at the respective entity's website.

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

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

1. **ORIGINAL AND SIX (6) COPIES OF RFPs MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFPs must be in the Auditor's Department **BEFORE** the hour and date specified.
2. **RFPs MUST** give full firm name and address of the Offeror. Failure to manually sign RFP will disqualify it. Person signing RFP should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. **RFPs CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Offeror or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court and/or City Council based on a written acceptable reason.
4. **Matagorda County, City of Bay City and City of Palacios are exempt from State Sales Tax and Federal Excise Tax.**

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DO NOT INCLUDE TAX IN RFP.

5. Written inquiries pertaining to RFPs must give RFP Number and Company.
6. NO substitutions or cancellations permitted without written approval of County Auditor.
7. Matagorda County, City of Bay City and City of Palacios reserve the right to accept or reject all or any part of any RFP, or waive minor technicalities.

Matagorda County, City of Bay City and City of Palacios reserve the right to award by item category or by total RFP. Prices should be itemized. Matagorda County, City of Bay City and City of Palacios also reserve the right to award either with or without trade-in, if applicable. Matagorda County, City of Bay City and City of Palacios retain the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. Matagorda County, City of Bay City and City of Palacios reserve the right to add additional Departments (at a later time during this bid award) as the need arises. Matagorda County, City of Bay City and City of Palacios also reserve the right to consider CO-OP Inter-local Agreements/pricing.

8. RFP unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. RFPs subject to unlimited price increase will not be considered. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage in Bid/RFP/RFQ (ex: number of days to deliver or install or complete work, etc. or percentage over offeror’s cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus), but use one entry for number of days or percentage. If a range is used Matagorda County, City of Bay City and City of Palacios will consider the higher number or worst case scenario from Matagorda County, City of Bay City and City of Palacios’ standpoint in making RFP comparisons/tabulations.

9. This is a RFP inquiry only and implies no obligation on the part of Matagorda County, City of Bay City and City of Palacios.

10. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Matagorda County, City of Bay City and/or City of Palacios.

11. Partial RFPs will not be accepted unless awarded by complete category or line item.

12. It is expected that the Offeror will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.

13. It is the responsibility of the bidder or offeror to ask any and all questions the bidder or offeror feels to be pertinent to the bid/proposal. Matagorda County, City of Bay City and City of Palacios shall not be required to attempt to anticipate such questions for bidders or offerors. Matagorda County, City of Bay City and City of Palacios will endeavor to respond promptly to all questions asked.

**PURCHASE ORDER AND DELIVERY:** The successful offeror shall not deliver products or provide services without a Purchase Order, signed by an authorized agent of the entity.

**INVOICES AND PAYMENTS:**

a) Offeror shall submit separate invoices, in duplicate, on each purchase order after completed. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in remittance addresses.

b) Buyer’s obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered buy unpaid for goods will be returned to Offeror by Buyer.

c) Do not include Federal Excise, State or City Sales Tax. Matagorda County, City of Bay City and City of Palacios

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shall furnish tax exemption certificate if required.

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

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Matagorda County, City of Bay City and City of Palacios.

### **INTRODUCTION:**

Emergency disaster relief efforts as a result of Hurricane Beryl necessitate the need for a procurement for debris monitoring services; therefore, the County of Matagorda, City of Bay City and City of Palacios, are requesting a proposal from your firm. Responses shall be prepared in brief and submitted to Kristen Kubecka, Matagorda County Auditor by at [kkubecka@co.matagorda.tx.us](mailto:kkubecka@co.matagorda.tx.us) no later than 4:00 p.m. (Central Time) on Wednesday, September 25, 2024. Upon review and evaluation of proposals by staff, additional information may be requested from the top-ranked proposer(s).

### **PURPOSE:**

This Request for Proposals (RFP) invites submittals from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services, services in Matagorda County, City of Bay City, and City of Palacios, Texas, immediately after a tornado, flooding event or other natural or man-made disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced Offeror who is (1) capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The County of Matagorda, City of Bay City, and City of Palacios intend to enter into a pre-positioned contract with one (1) Primary Offeror who may utilize both local and non-local resources to provide services in the event of activation by the County of Matagorda, City of Bay City, or City of Palacios following a tornado, flood or other natural or man-made disaster. The Offeror will be expected to have an initial management team mobilized to County of Matagorda, City of Bay City, or City of Palacios within 18-24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the County of Matagorda, City of Bay City, or City of Palacios area within 48 hours of receipt of the Notice to Proceed. The County of Matagorda, City of Bay City, and City of Palacios reserves the right to enter into contracts with more than one Primary Offeror in the event that no one firm can provide all of the necessary services.

### **PROPOSAL FORMAT:**

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. The proposal should address the following:

#### **1. Qualifications of Firm and Staff**

##### **a) Firm qualifications must include, at minimum, the following:**

- Recent experience demonstrating current capacity, safety protocols, and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
- Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
- Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation

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and contracting, and FEMA appeals assistance.

- b) Provide references for which the firm has performed services that are similar to the requirements in the Scope of Services. References shall include local government entities for hurricane and flood debris monitoring experience. Provide the reference contact name, address, e-mail address, telephone numbers and date of services provided.
- c) Provide a summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm.

2. Contract Award and Evaluation Process

- a) An evaluation committee will examine all responses. Responses that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Matagorda County, however, reserves the right to accept such a response if it is determined to be in the County's best interest to do so.
- b) Matagorda County may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Matagorda County expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.
- c) Matagorda County shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more Offerors or may conduct discussions and interviews with top-ranked responsible Offeror(s).
- d) During the discussion / interview and negotiations, the evaluation team may allow the Offeror(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation
- e) The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.
- f) "Lowest and best" means an offer providing the best value for the County considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.
- g) Matagorda County is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.
- h) Proposals will be opened publicly to identify the names of the Offerors. Other contents of the proposals will not be disclosed prior to award or rejection by Matagorda County.
- i) Award of contract will be made by Matagorda County Commissioner's Court to the responsible Offeror determined to be the best evaluated offer resulting from negotiations. Matagorda County reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

3. Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Matagorda County does not certify HUB vendors, Matagorda County recognizes the certifications of other governmental entities. Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded offeror is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

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- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c) 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;
  - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
4. Debarment and Suspension. Proposer must not be excluded or debarred by the System for Award Management (SAM) EPLS system to enter into a contract for services. You are encouraged to verify your firm's status at <https://www.SAM.gov>. Successful proposer will be required to submit Texas Ethics Commission Form 1295, CIQ, Conflict of Interest Questionnaire, ([www.ethics.state.tx.us](http://www.ethics.state.tx.us)).
5. Offerors shall abide to the provisions in the attached 2 CFR Appendix II to Part 200 to this RFP (Exhibit A).
6. Insurance Requirements. Offeror shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Offeror, name of insurance company, policy number, term of coverage and limits of coverage. In the event that the insurance is renewed during the duration of the contract, Offeror shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Offeror shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.
- a) Vendor's certificate of insurance supplied to Matagorda County, shall list Matagorda County as additionally insured.
  - b) The offeror shall maintain the following insurance:
    - **Worker s' Compensation and Employers Liability Insurance** in accordance with the laws of that State of Texas. Coverage shall be an amount not less than \$1,000,000.00 per employee for each accident or disease.
    - **Commercial General Liability Insurance** with limits not less than \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage combined.
    - **Business Automobile Liability** coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000.00 each person and \$500,000.00 each accident for bodily injury and \$100,000.00 each accident for property damage.
    - **Additional Insured and Waiver of Subrogation**: All insurance policies required by this Contract, except Workers Compensation, shall name the County as an additional insured and shall contain a waiver of subrogation against the County, its agents and employees.
  - c) Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Matagorda County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.
  - d) No claim or right arising out of a breach of this contract can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.

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- e) If required coverage is written on a claims-made basis, Offeror warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Contract is completed.
  - f) Offeror shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by the County.
  - g) No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the County.
  - h) Approval of the insurance by the County shall not relieve or decrease the liability of the Offeror.
7. Permits – Offeror shall be responsible for all permits.
8. Technical Approach - Provide a description of the Proposer’s approach to the project, including startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, and billing/invoices reporting procedures to FEMA and Matagorda County, City of Bay City and City of Palacios.
9. Cost Proposal - Each Proposer must complete and submit, at minimum, the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Non-labor projected costs will be billed to Matagorda County, City of Bay City, or City of Palacios, at cost without markup.
- a) **COST PROPOSAL FORM** - The hourly labor rates shall include all applicable overhead and profit. Non-labor related project costs will be billed to Matagorda County, City of Bay City, or City of Palacios at cost, without mark-up.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES</u></b>
Project Manager	\$ _____
Operations Managers	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Data Manager	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____

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Project Coordinators

\$ \_\_\_\_\_

- b) Other Required Positions. Proposer may include other positions with hourly rates.
- c) **EVALUATION OF PROPOSALS** - Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of Matagorda County, City of Bay City, or City of Palacios, based upon qualifications. Professional firms will be evaluated using the following criteria and respective weights.
- d) **Grading Criteria**

1.	Qualifications of firm and key staff	25%
2	Past history and experience of debris response operation in State disasters	25%
3.	Ability to respond and mobilization, monitoring capabilities	25%
4.	Cost of Services	25%

10. Scope of Disaster Debris Monitoring Services:

- a) The Disaster Debris Monitoring Contract will encompass the incorporated areas of the Matagorda County, City of Bay City and/or City of Palacios. Matagorda County, City of Bay City and/or City of Palacios' disaster recovery planning includes considerations for removing and processing the volumes and types of debris and waste expected to be generated by a major disaster such as a tornado or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property, public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas throughout Matagorda County, City of Bay City and/or City of Palacios using entity-owned and Offeror forces.
- b) Services shall be performed on an "as needed basis" when directed by Matagorda County, City of Bay City, or City of Palacios. Matagorda County, City of Bay City, or City of Palacios will provide guidance and direction on priorities and specific needs for the monitoring operations. The Offeror, in concert with Matagorda County, City of Bay City, or City of Palacios, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to Matagorda County, City of Bay City, or City of Palacios. The Offeror shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Offeror will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to Matagorda County, City of Bay City, or City of Palacios for its use in providing documentation of State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Offeror must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist Matagorda County, City of Bay City, or City of Palacios staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Offeror shall present to Matagorda County, City of Bay City, or City of Palacios for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Offeror shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by Matagorda County, City of Bay City, or City of Palacios to begin work. When identifying resources to be made available under this contract, the Offeror must use a planning standard approach. Specifically, the Offeror shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel,

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equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Offeror must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Offeror/Sub-offeror(s) and a general equipment/personnel inventory will suffice. The Offeror will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with Matagorda County, City of Bay City, or City of Palacios designated departments and/or personnel when so authorized by the Matagorda County, City of Bay City, or City of Palacios. To the extent authorized by Matagorda County, City of Bay City, or City of Palacios or designee, the Offeror shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Offeror shall provide reports, summaries, and analysis of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by Matagorda County, City of Bay City, or City of Palacios, upon issuance of the authorization to proceed. The Offeror shall be prepared to advise Matagorda County, City of Bay City, or City of Palacios and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

c) Specific services summary:

- Serving as “Debris Manager” for disaster debris operations.
- Coordinating daily briefings on the status, effectiveness, volumes handled, staffing, and other pertinent data for all debris operations with Matagorda County, City of Bay City, or Palacios management staff.
- Monitoring and supervision of TDSRS locations and any other permitting/regulatory issues as necessary.
- All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- Site Safety Plan preparation and maintenance.
- Scheduling work for all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting Matagorda County, City of Bay City or City of Palacios with responding to public concerns, comments, and complaints.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Truck and trailer measurement, certification, marking and tracking.
- Equipment registry and tracking.
- Debris/waste management workforce registry and tracking.
- Debris management tracking.
- Trip ticket management.
- Entering load tickets into a database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep Matagorda County, City of Bay City, or City of Palacios informed of work progress.
- Development of maps, GIS applications, etc, as necessary.
- QA/QC program management.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to Matagorda County, City of Bay City or City of Palacios for processing.

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- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by the Matagorda County, City of Bay City or City of Palacios and designated debris removal contractors.
  - Final report and appeal preparation and assistance.
  - Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Offeror's experience when authorized by Matagorda County, City of Bay City, or City of Palacios.
- d) Offeror must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial Matagorda County, City of Bay City, or City of Palacios payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Offeror must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects. Although a single Offeror is preferred, Matagorda County, City of Bay City, or City of Palacios may at its sole discretion award multiple contracts if no single Offeror is capable of providing all of the necessary services.
- e) The debris management operations will be carried out under the direction of Matagorda County Emergency Management in conjunction with other Matagorda County, City of Bay City, and City of Palacios departments. Matagorda County, City of Bay City, and City of Palacios will be pre-contracting with one primary contractor for debris removal operations. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-ways, and public property, (3) operating Temporary Debris Staging and Reduction Areas, (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-ways as recovery progresses. Matagorda County, City of Bay City, and City of Palacios will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the City's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. Matagorda County, City of Bay City, and City of Palacios will pre-designate approximately Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. Matagorda County, City of Bay City, and City of Palacios will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Offeror will be expected to provide debris monitoring services at each TDSRS and landfill as well as in the field during clearing, loading and hauling operations. The Offeror will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery/cleanup period.

11. Subcontractors –

- a) Offeror may use Subcontractors for this project. Offeror must list Subcontractors proposed for this project and their respective duties.
- b) No Subcontractor may provide services unless Matagorda County, City of Bay City, and/or City of Palacios consents. The Offeror shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Offeror shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Offeror agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of Matagorda County, City of Bay City, and

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City of Palacios as are specified in the Matagorda County, City of Bay City, and City of Palacios's contract with the Offeror, unless Offeror provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Offeror and made available for Matagorda County, City of Bay City, and City of Palacios review upon request.

12. Award Letter/Notice to Proceed - After the award has been made in Commissioner's Court, an award letter will be sent to the Offeror with information on how to submit any required documentation needed to finalize the award. Once all required insurance, and other applicable forms have been submitted to the County Auditor, entities will contact the awarded Offeror. Multiple contracts may be awarded as a result of this solicitation. Matagorda County, City of Bay City, and City of Palacios will negotiate and execute their own contracts separately.

13. Term

- a) The period of the contract will be for a term of two (2) years or twenty-four (24) months and the option to extend annually for up to three (3) years with an annual recertification and price adjustment. Debris Monitoring Services shall be put out for Competitive Bidding once every five (5) years, at a minimum.
- b) The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFQ.
- c) Matagorda County, City of Bay City, and City of Palacios retain the option to re-solicit new proposals at any time if in its best interest.

14. Termination - Right of Matagorda County to Terminate Contract.

- a) In the event that any of the provisions of this Contract are violated by the Offeror, or by any of its subcontractors, the County of Matagorda may serve written notice upon the Contractor of its intention to terminate the contract.
- b) The notices shall contain the reasons for such intention to terminate the Contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within thirty (30) days, the Contract shall, upon the expiration of said thirty (30) days, cease and terminate. In the event of any such termination, Matagorda County, City of Bay City, or City of Palacios shall immediately serve notice thereof upon the Offeror.
- c) Matagorda County, City of Bay City, and City of Palacios retain the right to terminate the contract at will with no further obligation to Offeror except for services already performed.

15. Public Assistant Consulting Services - As directed by the Matagorda County, City of Bay City or City of Palacios the Offeror shall provide:

- a) Identification of eligible emergency and permanent work (Category A-G);
- b) Damage Assessment
- c) Assistance in attaining Immediate Needs Funding;
- d) Prioritization of recovery workload;
- e) Loss measurement and categorization;
- f) Insurance evaluation, documentation adjusting and settlement services;

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- g) Project Worksheet formulation, generation and review.
- h) FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- j) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k) Appeal services and negotiations;
- l) Reconstruction and long-term infrastructure planning; and
- m) Final review of all emergency and permanent work performed.

16. Disclosure of Certain Relationships

- a) Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Matagorda County no later than the seventh business day after the date the person engages or communicates with Matagorda County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.
- b) A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.
- c) A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>
- d) Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>
- e) Questionnaire Form CIQ is included in this bid/offer
- f) By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Kristen Kubecka  
 Matagorda County Auditor  
 2200<sup>th</sup> Street Room 208  
 Bay City, Texas 77414

17. Certificate of Interested Parties - Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by vendor at time of signed contract submittal." Form 1295 and definitions are included in this bid/offer for your information.

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## Exhibit A

### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR 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 Act provides that each contractor or subrecipient must be 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or

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performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

**(I)** Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

**(J)** See [§ 200.323](#).

**(K)** See [§ 200.216](#)

**(L)** See [§ 200.322](#).