

**REQUEST FOR PROPOSALS
"19-409-01" FLOOD DEBRIS REMOVAL**

INTENT: It is the Intent of this Request for Proposal to solicit competitive sealed proposals for debris removal caused by local flooding event. The removal of debris shall be for the duration of the collection period. This period shall not exceed forty-five days from the acceptance of the proposal.

DUE DATE: WEDNESDAY, NOVEMBER 7, 2018 AT 10:00AM., at which time the RFPs will be publicly opened and read aloud in the Llano County Courthouse Law Library located at 801 Ford Street, Llano, Texas 78646.

INSTRUCTIONS FOR PROPOSALS: All sealed proposals must be received in the Office of the Purchasing Agent on or before the time and date specified, whether by hand delivery or mailed. Proposals received after the time and date specified will not be considered and returned unopened to sender. **(FAXED BIDS WILL NOT BE ALLOWED).**

In order to assure your proposal is fairly considered it must be submitted in a properly sealed envelope, clearly marked on the lower left-hand corner with the numbers "19-409-01". Bids that are marked otherwise may be opened prematurely.

**FEDEX/UPS/HAND DELIVERED BIDS SHOULD BE DELIVERED TO:
LLANO COUNTY JUDGE
801 FORD STREET, ROOM 101
LLANO, TEXAS 78643**

A proposal that is in the possession of the Purchasing Agent may be withdrawn by the bidder in person (with proper identification) or by written request up to the time and date of the opening. Bids may not be withdrawn after the time and date of opening.

The County of Llano is a political subdivision of the State of Texas and, as such is exempt from usual sales tax.

The County is not bound to accept a proposal on the basis of lowest price, and further the County has the sole discretion and reserves the right to cancel the Proposal, to reject any and all proposals, to accept in whole or part and/or negotiate any and all items with individual Respondents if it is deemed to be in the best interest of Burnet County.

Proposals solicited for furnishing merchandise, supplies, services and/or equipment does not imply any obligation on part of Burnet County. All Respondents submitting proposals to County agree their pricing is valid for minimum of ninety (90) days after the proposal submission to the County.

Costs incurred in the submission of this proposal, or in making studies therefore are the sole responsibility of the Respondent.

The failure of any contractor or supplier to Llano County to comply with the terms of this proposal will subject any contractor or purchase order to revocation.

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or part, without the prior written approval from Llano County.

QUESTIONS CONCERNING THE SPECIFICATION OF THIS RFP CONTACT:

No oral explanation by County officials or employees in regard to the meaning of the Proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the specifications and all questions should be directed in writing to:

**RON ANDERSON, EMERGENCY MANAGEMENT COORDINATOR
(325) 247-2039
EMAIL: randerson@co.llano.tx.us**

QUESTIONS CONCERNING THE REQUIREMENTS OF THIS PROPOSAL OR A COPY OF RFP CONTACT:

**CINDY LENT, COUNTY AUDITOR
1447 E STATE HWY 71, UNIT B, LLANO, TX 78643
(325) 247-3783
EMAIL: cindy.lent@co.llano.tx.us**

INDEPENDENT CONTRACTOR: The Respondent is an independent contractor and no employee for agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

INSURANCE: All Respondents must submit, with RFP, current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance Company, authorized to conduct business in the State of Texas, and acceptable to Llano County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability Insurance with a limit of not less than \$1,000,000 per injury by accident, \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. County and the members of the Commissioners' Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners' Court.

6. Contractor shall not commence any portion of the work under this proposal until it has obtained the insurance required herein and certificates of such insurance has been filed with and approved by Llano County.
7. No cancellation of or changes to the certifications; or policies, may not be made without written notification to Llano County.
8. Approval of the insurance by Llano County shall not relieve or decrease the liability of the Contractor.

IDEMNIFICATION: Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result for the negligent act, error or omission of respondent or any respondent's agents, servants or employees.

Llano County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

RESPONDENT AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND SAVE WHOLE AND HARMLESS BURNET COUNTY, AND ALL OFFICERS, AGENTS AND EMPLOYEES OF BURNET COUNTY (HEREINAFTER "THE INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING FROM OR ON ACCOUNT OF ANY EMPLOYMENT RELATED MATTER ASSERTED BY ANY OF ITS EMPLOYEES AGAINST THE INDEMNIFIED PARTIES OR FOR ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF RESPONDENT OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. RESPONDENT FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT BECAUSE OF ANY FAILURE OF RESPONDENT, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, INVITEES OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREIN.

THE SUCCESSFUL RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, AND INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

THE SUCCESSFUL RESPONDENT WILL AGREE TO ABIDE BY AND FOLLOW, TO THE GREATEST EXTENT POSSIBLE, THE LLANO COUNTY HISTORICALLY UNDERUTILIZED BUSINESS (HUB) POLICY ATTACHED TO THE RFP. THIS ACKNOWLEDGEMENT IS INCORPORATED AND MADE PART OF THE PROPOSAL SIGNATURE PAGE.

PERMITS:

IT SHALL BE THE SOLE RESPONSIBILITY OF THE SUCCESSFUL RESPONDENT (CONTRACTOR) TO OBTAIN ANY REQUIRED PERMITS, LICENSES AND PAY ALL ASSOCIATED FEES AND/OR DEPOSITS REQUIRED IN THE NAME OF LLANO COUNTY.

PERFORMANCE OF CONTRACT:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex 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 or national origin.

SCOPE OF WORK:

Remove flood debris various locations throughout Llano County, Texas, to an approved disposal facility with end site dumping fees paid by the Contractor. It is the sole responsibility of the Contractor to locate approved disposal facilities. The debris location will be available to Contractor seven (7) days a week if Contractor chooses to work.

EVALUATION METHOD.

- A. Proposals will be evaluated and scored by the Proposal Evaluation Committee based on the scoring criteria as outlined in this document.
- B. There will be no bias in terms of a solution and/or a solution framework so as to afford all consultants an even playing field when the proposals are evaluated. The County reserves the right to ask for additional information and clarification from or about any or all consultants.
- C. Please make sure the contact information for the references you provide is correct. References are usually contacted via e-mail and it is very important that they reply in a timely manner.

EVALUATION CRITERIA.

The following criteria and weights shall be utilized in the evaluation of the proposals:

CRITERIA	MAXIMUM POINTS
<p>EXPERIENCE AND PAST PERFORMANCE</p> <ul style="list-style-type: none"> • Experience of the firm/individual's, credentials and training • List and description of similar services and how they relate to the County's needs, past performance and demonstrated experience 	25
<p>DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK</p> <ul style="list-style-type: none"> • Understanding of the scope of the project; approach to the project • Financial Stability • Include references and appropriateness of fleet 	25
<p>PRICE PROPOSAL</p>	20
<p>SAFETY RECORD</p>	20
<p>OTHER CONTRACTUAL OBLIGATIONS</p> <ul style="list-style-type: none"> • Resource availability, including all resources • Number of Contracts in place within current disaster declaration 	10

PROPOSAL:

Removal of debris from various locations throughout Llano County, Texas, caused by local flood event.

Price per cubic yard_____.

ALL NECESSARY DOCUMENTS HAVE BEEN SUBMITTED:

YES_____

NO_____

RESPONDENT COMPANY NAME, ADDRESS AND SIGNATURE:

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED AGENT: _____

LLANO COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Llano County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Llano County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Llano County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Llano County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
 - B. Llano County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Llano County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
 - C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Llano County.
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- D. Llano County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The County Auditor's Office will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.
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- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The County Auditor's Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The County Auditor shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court.

PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of Llano County after the official submission.

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

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

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

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

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

Signature _____

X

Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____ Name _____
Title _____
FAX No. _____

Tel. No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

VENDOR REFERENCES

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

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____ TELEPHONE
NUMBER: _____ E-MAIL ADDRESS:

SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT 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: _____