

REQUESTS FOR PROPOSALS (RFP)

DEBRIS REMOVAL, DISPOSAL & MANAGEMENT SERVICES

Refugio County, Texas, along with municipalities with which intergovernmental or mutual aid agreements are in place at the time of performance including the City of Austwell and the Towns of Bayside, Refugio, and Woodsboro, is requesting proposals from qualified vendors to provide future Disaster Debris Removal, Disposal and Management services in accordance with applicable local, state, and Federal Emergency Management Agency regulations.

Proposals are due by 3:00 p.m. on Thursday, September 22, 2022.

Two (2) paper copies and one (1) PDF copy of the Proposal must be delivered to:

Office of the County Auditor
808 Commerce St, Room 107
Refugio, TX 78377

RFP Contract-2022DBR
Priscilla Zuniga
361-526-2245
priscilla.zuniga@co.refugio.tx.us

The County reserves the right to refuse any and all proposals and to waive any technicalities or formalities. The County is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit qualifications and vendors using subcontractors must consider such firms in accordance with 2 CFR 200.321.

Questions regarding this RFP must be submitted by 3 days prior (Monday, September 19, 2022) to the deadline to the RFP contact listed above.

1. Introduction:

Refugio County (County) is soliciting proposals from qualified contractors for Debris Removal, Disposal and Management Services. Debris as used in this document is defined as "scattered items and materials either broken, destroyed, or displaced by a natural disaster. Examples: trees, construction and demolition material, personal property" and can be found in the Federal Emergency Management Agency (FEMA) Debris Management Guide.

1.1 Clarification and Interpretation of RFP

The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

The County desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the County may evaluate the Proposer's products and services as they compare to other providers and as they pertain to the needs of the County as defined in this document.

2. Background Information:

- a. The County comprises a land area of approximately 770 square miles and water area of 48 square miles. Its population is approximately 7,500.
- b. The County contains four incorporated municipalities: the City of Austwell and the Towns of Bayside, Refugio (county seat), and Woodsboro. It also contains one unincorporated Census Designated Place, Tivoli. These five communities contain around 5,500 or three-quarters of the county's population.
- c. The County has or will seek to have intergovernmental or mutual aid agreements in place with each of the incorporated municipalities to facilitate provision of the services requested in this RFP as needed.
- d. During a state of emergency, the County Judge assumes the leadership of the County. The Judge is assisted by the Emergency Management Coordinator, the four County Commissioners, the Sheriff, the County Auditor, and other County officials and department directors. The term "County" used in this RFP refers to any or all of these parties as well as any County contractors or agents, including but limited to a Debris Monitoring contractor.

3. Scope of Work:**3.1 General**

The Contractor will provide the County with services designed to support debris management services and emergency management needs. The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the financial resources and ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the contractors upon request. The work to be undertaken includes but is not limited to the following:

- (a) Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the County.
- (b) Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community.
- (c) Temporary Debris Staging and Reduction Sites (TDSRS) – Contractor will prepare and maintain the TDSRS including approach and access from public roadways and all interior roads, including provision of crushed stone or concrete where required to allow access for the entire period of debris hauling. Contractor shall place a roofed inspection tower sufficient for at least three (3) inspectors to maintain unobstructed view of all incoming and exiting loads. The County will identify a sufficient number of TDSRS to accept and process all eligible storm debris. The County will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights-of-way or other entity owned property can be provided for temporary storage of debris.
- (d) All debris shall be processed in accordance with local, State and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- (e) Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State, and local laws, standards and regulations.
- (f) Debris Removal – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other End User approved sites that meet local, State and Federal regulations for disposal, will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, and supported by scale and/or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.
- (g) Documentation and Inspections – Storm debris shall be subject to inspection by

the County. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the TDSRS and/or Final Delivery site personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Contractor shall assist the County in preparing all Federal (FEMA) and State reports for any potential reimbursement. County employees shall review all documentation prior to submittal. The Contractor will work closely with the County, other County contractors, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documentation appropriately address concerns of the likely reimbursement agencies.

- (h) Work Areas – The County will establish and approve all areas that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.
- (i) White Goods – The Contractor may expect to encounter white goods available for disposal. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- (j) Hazardous Stumps – The Contractor shall remove all stumps that are determined by the County to be hazardous to public access and as directed by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.
- (k) Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the County.
- (l) Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - (1) Recovery process documentation – create recovery process documentation plan
 - (2) Maintain documentation of recovery process
 - (3) Provide written and oral status reports as requested to the County
 - (4) Review documentation for accuracy and quantity
 - (5) Assist in preparation of claim documentation
 - (6) Allow the County to document and identify all vehicles used in the debris removal process.
- (m) TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the Contractor's "Debris Removal Operations Plan and Environmental Protection Plan".
- (n) Priority of Work Areas – The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County.
- (o) Working Hours – All activity associated with gathering and loading of eligible debris

shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe, subject to County approval. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

- (p) Other Services – The County requests that each potential contractor's proposal provide a complete list of additional services that can be provided in addition to debris removal.

4. General Contract Terms and Conditions:

This contract is for a two (2) year initial term, with three (3) one-year renewal terms available, upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently- expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the County. Additionally, any "evergreen" renewal provisions contained in vendor-provided agreements to their proposal, beyond the five (5) year maximum term stated herein, will not be acceptable to the County. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

Federal regulations require that the County have the right to terminate any contract for cause or convenience and such language will be included in any contract.

Vendors understand and agree that all applicable federal contract provisions will be included in any contract with the County including but not limited to provisions found at 2 CFR 200.326 and Appendix II to Part 200.

Other anticipated terms and conditions can be found in section 10.

5. Bond Requirements:

5.1 Bid Bond

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT

5.2 Power of Attorney

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

5.3 Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the

protection of Refugio County.

For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Proposed Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

6. Instructions to Proposers:

6.1 Proposal Requirements

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

On or before 3:00 p.m. CST on September 22, 2022, Proposers must deliver two (2) paper copies and one (1) PDF copy of their Proposal to:

**Office of the County Auditor
Attn: Priscilla Zuniga First Assistant Auditor
808 Commerce St, Room 107
Refugio, TX 78377**

Proposals, including any media used to deliver the PDF copy, must be in a sealed envelope marked with "Refugio County Debris Removal, Disposal & Management" and the name of the Proposer on its face.

During the review and negotiation process there will be no disclosure of contents to competing firms and all proposals will be kept confidential. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the County.

The County requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. The County requests that proposals be limited to no more than 35 pages, excluding resumes and sample documents. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

6.2 Selection Process Timeline

The vendor/contractor selection process will follow the timeline shown below.

Request for Proposals Issued	09/1 and 09/8
Deadline for Submitting Questions	Monday, September 19, 2022 by 3:00 p.m. CST
Proposal Submission Deadline	Thursday, September 22, 2022, 3:00 p.m. CST
Selection Process	September 26-30, 2022
Anticipated Award of Contract	October 4, 2022

Questions may be submitted to:

Office of the Refugio County Auditor
c/o Priscilla Zuniga
361-526-2243
priscilla.zuniga@co.refugio.tx.us

6.3 Addenda

Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the County Auditor's Office. Any changes to specifications will be made in writing and posted on the County's website at:

<http://www.co.refugio.tx.us>

Respondents shall acknowledge receipt of all addenda on the Proposal form found within this document.

6.4 Late Proposals

Proposals received by the County after the submission deadline will be considered void and unacceptable. County is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at County shall be the official time of receipt.

6.5 Altering Proposals

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

6.6 Statement of Compliance

By submission of a response to this RFP, Proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

6.7 Part 1: Management Summary

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational

chart indicating the positions and names of the core management team which will undertake this engagement. **The cover letter and organizational chart shall be limited to one (1) page each.**

6.8 Part 2: Proposed Services

6.8.1 Describe, in detail, how the service will be provided.

6.8.2 The proposer shall include the mobilization response time.

6.8.3 The proposer shall include a statement that they will meet all program standards as provided for in the County's Debris Management Plan.

6.8.4 The proposer shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

6.9 Part 3: Corporate Experience and Capacity

The proposer shall state the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

6.10 Part 4: Qualifications of Key Personnel

The proposer shall identify the project manager and each individual who will work as part of this engagement. Include resumes of all involved in the delivery of the offered services. Include any professional designations and affiliations, certifications and licenses, etc.

6.11 Part 5: References

Provide at least three (3) references for governmental agencies of similar size and scope. Include the name of the agency, contact name, telephone, email address, length of the contract, and a brief summary of the work. Also provide a description of any conflicts, which may have occurred over the last three years with these, or any other contract for similar work.

6.12 Part 6: Pricing Proposal

The proposer shall provide information relative to providing the services outlined herein using the Pricing Proposal Form. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation, and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. No "cost plus a percentage of cost" pricing shall be accepted by the County in accordance with federal regulations. The County is not responsible for expenses incurred in preparing and submitting a proposal.

6.13 Conflict of Interest

Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). The Texas legislature has enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the County, including affiliations and business and financial relationships such persons may have with County officers. A copy of the form is attached and a complete text of the law is available at the Texas Ethics Commission website at:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the County including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the County is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

In completing the questionnaire, please refer to the County website for a list of officials who will either recommend or approve award of the proposal, including: County Judge, County Commissioners, County Auditor, County Treasurer, and County Emergency Management Coordinator.

- 6.14 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
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. Certification is attached and must be submitted with proposal.
- 6.15 Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms
The proposer agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used for subcontracted work when possible. Required, affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited 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) 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; and
 - (6) The respondent shall, if subcontracts are to be let, take the affirmative steps listed in paragraphs (1) through (5) of this section.

Pricing Proposal Form – Sheet 1 of 6 Debris Removal RFP

The undersigned hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned by **3:00 p.m. CST on Thursday, September 22, 2022**, does hereby submit a response to the proposal and warrants that:

- Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with County representatives and noted on the proposal submitted.
- Proposer guarantees product offered will meet or exceed specifications identified in this RFP.
- Signatory is an officer of the organization.
- Signatory is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- Proposer has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed; and the requirements and conditions under which the work is to be performed.
- If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed- upon by the County and the vendor.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No._____, Dated_____

Addendum No._____, Dated_____

The County desires to accept submission of this response only if in so doing, the County can place a limit on the County's liability for any cause of action arising out of this solicitation, so the County's liability for any cause of action arising out of this solicitation never exceeds the sum of \$100. Proposer expresses its willingness to respond to this solicitation with the knowledge that the Proposer's recovery from the County to any action or claim arising out of this solicitation is limited to the maximum amount of \$100. No claims or award against the County shall include attorney's fees, investigative costs, expert fees or pre-judgment interests. The undersigned acknowledges receipt of good and lawful consideration for this provision and warrants that he/she is authorized and empowered to sign this document for the proposer.

Authorized Signature

Company

Printed Name & Title

Date

Pricing Proposal Form – Sheet 2 of 6 Debris Removal RFP

Road Clearance Emergency/Exigency Services if requested by County

Item Numb	Item Description	Price
1	Dump Truck, 16-20 CY capacity, with Operator	\$ /hour
2	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator	\$ /hour
3	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$ /hour
4	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone	\$ /hour
5	Track Hoe Excavator, 2-3 CY bucket with operator	\$ /hour
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$ /hour
*	Other Equipment and Labor Costs may be attached to Proposal as a separate schedule	N/A

Debris Removal & Hauling

Item Numb	Item Description	Price	UOM
7	Vegetative and C&D debris or mixed hurricane generated debris collection from Public ROW, removal and transportation to DMS/TDSRS or other acceptable site within 10 miles.	\$	Per CY
7a	Additional cost for Item 7 for sites more than 10 miles away.	\$	Per CY Per Mile
8	Vegetative and C&D debris or mixed hurricane generated debris collection from Private Property (ROE Program) removal and transportation to DMS/TDSRS or other acceptable site within 10 miles.	\$	Per CY
8a	Additional cost for Item 8 for sites more than 10 miles away.	\$	Per CY Per Mile
9	Vegetative and C&D debris or mixed hurricane generated debris collection from Private Property (ROE Program) removal and transportation to Final Disposal Site within 30 miles, County to pay tipping costs.	\$	Per CY

Pricing Proposal Form – Sheet 3 of 6 Debris Removal RFP

Debris Removal & Hauling

Item Numb	Item Description	Price	UOM
9a	Additional cost for Item 9 for Final Disposal Site more than 30 miles away.	\$	Per CY Per Mile
10	Vegetative and C&D debris or mixed hurricane generated debris removal and transportation from DMS/TDSRS to Final Disposal site(s) within 30 miles, County to pay tipping costs.	\$	Per CY
10a	Additional cost for Item 10 for Final Disposal Site more than 30 miles away.	\$	Per Mile
11	Vegetation consolidation and reduction (green waste grinding) at DMS/TDSRS or Final Disposal site.	\$	Per CY
12	C&D consolidation and reduction at DMS/TDSR site.	\$	Per CY
13	Processing (Open Burning or Air Curtain Incinerators) of vegetative debris at DMS/TDSRS or Final Disposal	\$	Per CY
14a	Removal of all hazardous trees 6" to 12" at breast height diameter and larger (Leaners)	\$	Per tree
14b	Removal of all hazardous trees 13" to 24" at breast height diameter and larger (Leaners)	\$	Per tree
14c	Removal of all hazardous trees 25" to 36" at breast height diameter and larger (Leaners)	\$	Per tree
14d	Removal of all hazardous trees 37" to 48" at breast height diameter and larger (Leaners)	\$	Per tree
14e	Removal of all hazardous trees greater than 48" at breast height diameter and larger (Leaners)	\$	Per tree
15	Removal of all hazardous limbs 2-inch diameter and larger (Hangers)	\$	Per tree
16a	Stump removal – 24 inches to 47.99 inches in diameter – measured 24 inches above the ground and with 50% or more of the root ball exposed. Stumps placed in ROW by residents will be charged as Item 7 using the FEMA Stump Conversion Table.	\$	Per stump
16b	Stump removal – 48 inches or greater in diameter – measured 24 inches above the ground and with 50% or more of the root ball exposed. Stumps placed in ROW by residents will be charged as Item 7 using the FEMA Stump Conversion Table.	\$	Per stump
17	2 each Portable toilets & services 2 times per week	\$	Per month

Pricing Proposal Form – Sheet 4 of 6 Debris Removal RFP

Debris Removal & Hauling

Item Numb	Item Description	Price	UOM
18	Dead Animal Carcasses – as identified and directed by the County, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.	\$	Per pound
19	Fill Dirt – as identified and directed by the County, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public	\$	Per CY
20	White goods – Pick up and haul to designated site. Contractor shall recycle all eligible white goods in accordance with all federal, state and local rules,	\$	Per unit
21	Freon Recovery – Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$	Per unit
22	Management of DMS/TDSRS including management of site remediation.	\$	Per CY
23	Boat Removal	\$	Per LF
24a	Marine debris removal from canals, bayous and ditches	\$	Per LF
24b	Marine debris removal from bays and open water	\$	Per Acre

Pricing Proposal Form – Sheet 5 of 6 Debris Removal RFP

Debris Removal & Hauling

THE FOLLOWING SERVICES SHALL BE PROVIDED AT NO CHARGE. PLEASE INITIAL EACH ONE.

Item Numb	Item Description		
25	<u>Training and Assistance</u> sessions for all key County personnel in all disaster debris recovery planning	Initial Only →	
26	<u>Mobilization and Demobilization</u> – all arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.	Initial Only →	
27	<u>Temporary Storage of Documents</u> – the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Initial Only →	
28	<u>Debris Planning Efforts</u> – the Contractor shall assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to estimation of debris quantities and emergency action plans for debris clearance following a	Initial Only →	
29	<u>Closure and Remediation of the TDSRS</u> – the Contractor shall remove all Contractor's equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of in a Class I landfill if contamination is NOT found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.	Initial Only →	
30	<u>Reporting and Documentation</u> – the Contractor shall provide and submit to the County all reports and documents as may be necessary to adequately document the Debris Recovery Services.	Initial Only →	
31	<u>Travel and Per Diem Costs</u> – the County will NOT pay for any travel or per diem costs incurred by the Contractor	Initial Only →	

Pricing Proposal Form – Sheet 6 of 6 Debris Removal RFP

Debris Removal & Hauling

Item Numb	Item Description	Price	UOM
32	<u>Bonds</u> - Cost for Payment & Performance Bonds for a contract amount of \$1,000,000 (if required by County)	\$	Each
33	1-day annual Training/Planning Session, maximum 8-hour day, price per hour	\$	Per Hour

On-Site Response Time after Notification

(County requires 12 hours on-site County EOC)

_____ Hours

Commencement of Work after Issuance of Notice to Proceed

(County requires 24 hours after NTP)

_____ Hours

By signature affixed, the undersigned certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Authorized Signature_____
Address_____
Printed Name & Title_____
City, State, Zip Code_____
Company_____
Telephone Number_____
Date_____
Fax Number_____
Email Address_____
Cell Phone Number

7. Proposal Evaluation Process:

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The County's process is as follows:

- 7.1 County officials or staff shall form an evaluation committee which will be used to evaluate all proposals. The County will evaluate all proposals based on the following criteria:

Proposed Services – 40%
Corporate Experience and Capacity – 20%
Qualifications of Key Personnel – 15%
References – 5%
Pricing Proposal – 20%

- 7.2 The evaluation committee will provide final scores and rankings for all proposals to the County Commissioners Court for final consideration and approval.
- 7.3 The highest ranked Vendor approved by the Commissioners Court will enter into contract negotiations with the County. Should negotiations be unsuccessful, the County shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 7.4 This RFP does not commit the County to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
- 7.5 The County reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.
- 7.6 The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.
- 7.7 A contract resulting from this procurement 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, its 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). 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. This certification is a material representation of fact relied upon by the County. 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 the State of Texas or the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 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.

8. Terms and Definitions:

- *Agreement Execution* – The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.
- *Agreement Price* – The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.
- *Authorized Representative* – County employees and/or contracted individuals designated by the County or County Debris Manager.
- *Chipping or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- *Cleanup Crew* – A group of individuals and/or an individual working for the Service Provider collecting disaster debris.
- *Construction and Demolition Debris (C&D)* – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
- *Contract* – The Agreement Documents to govern any relationship between the successful proposer and the County.
- *Contract Time* – The period of time stated in this Agreement for the completion of the Work.
- *County* – Refugio County, Texas, a political subdivision of the State of Texas.
- *County Debris Manager* – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
- *County Approved Final Disposal Site* – A final disposal location approved in writing by the County.
- *Debris* – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.
- *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- *Debris Monitoring* – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for federal or state grant reimbursement.
- *Debris Removal* – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- *Debris Removal Contractor* – Also referred to as the "Service Provider" in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
- *Demobilization* – Following the completion of services provided under the resulting contract, the Service Provider will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Service Provider will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
- *Demolition* – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully

preserving valuable elements for reuse.

- *Disaster Specific Guidance* – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- *Drawings* – Collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also such supplementary drawings as the Service Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- *Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- *E-Scrap* – End of life electronics, typically televisions, computers and related components
- *FEMA Publication 325* – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- *Field Inspector* – Monitor.
- *Force Account Labor* – Labor performed by the applicant's permanent, full time or temporary employees.
- *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
- *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
 - The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than 30 degrees.
- *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
 - The stump has 50 percent or more of the root-ball exposed.
 - The stump is greater than 24 inches in diameter when measured 24 inches from the ground.

- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.
- *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
 - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - HHW removal must be the legal responsibility of the applicant.
 - HHW must be a result of the major disaster.
 - The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. County may utilize an environmental contractor to remove this type of waste in a large-scale debris generating event.
- *Hold Harmless* – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
- *Mutual Aid Agreement* – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.
- *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- *Right-of-Way* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.
- *Specifications* – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- *Subservice Provider* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- *Supplemental Agreement* – A written order to Service Provider signed by the County and accepted by

Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

- *Temporary Debris Staging and Processing Facility (TDSPPF)* – Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- *Temporary Debris Storage and Reduction Site (TDSR Site)* – TDSR sites are locations designated by the County for the storage and reduction of disaster related debris.
- *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- *United States Army Corps of Engineers (USACE)* – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- *Vegetative Debris* – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
 - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster.
- *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with ground-water to a drinking-water supply.
- *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
 - White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster.
- *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Service Provider under this Agreement.

9. Acronyms:

ACM	Asbestos Containing Material
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
DDIR	Detailed Damage Inspection Report
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EMC	Emergency Management Coordinator
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
TCEQ	Texas Commission on Environmental Quality
TxDOT	Texas Department of Transportation
GIS	Geographic Information System
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
MRE	Meals Ready to Eat
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Service
NRF	National Response Framework
OCC	Office of Chief Counsel
OEM	Office of Emergency Management
OSHA	Occupational Safety and Health Administration

PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Nonprofit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
TDSPF	Temporary Debris Staging and Processing Facility
TDSR	Temporary Debris Storage and Reduction Site
TSDF	Hazardous Waste Treatment, Storage, and Disposal Facility
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
VOCs	Volatile Organic Compounds

10. Other Anticipated Terms and Conditions:

MULTIPLE CONTRACTORS: The County reserves the right to make a single award or multiple awards, whichever are in the best interest of the County.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The County is not liable to respondent for any federal, state, or local taxes for which the County is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The County's Tax Exemption Certificate will be furnished by the County on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the County's understanding of submissions.

COSTS TO SUBMIT: The County will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at its sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contractor engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

AWARD: The County has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the County for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the County is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the County requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the County based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the County's accepted contract and any additional County or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the County prepared contract and a document incorporated by reference, the County prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the County's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The County's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the County's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the County by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Refugio County, Texas.

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

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of County. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the County, including affiliations and business and financial relationships such persons may have with County officers.

By doing business or seeking to do business with the County, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: County may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. County will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB County designated location) are to be included in the proposal price.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect County from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT FOR CAUSE: The County reserves the right to terminate

the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that County may have in law or equity. Respondent, in submitting this proposal, agrees that County shall not be liable to prosecution for damages in the event that the County declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

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

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of County.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes counties to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the County.

CONTINGENCIES: Before submitting their proposals, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.