CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO RFP

RFP NUMBER: 1452A1

RFP TITLE: DEBRIS MANAGEMENT – REMOVAL & DISPOSAL POST-HURRICANE /DISASTER RECOVERY OPERATIONS

DATE DUE: May 2, 2017 **DUE NO LATER THAN 11:00 A.M.**

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing 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 SEVEN (7) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:
Meeting – Thursday, March 30, 2017 at 10:00 A.M.
PRE PROPOSAL MEETING LOCATION: Cameron County Courthouse (Dancy Bldg.) 2nd Floor (Commissioners Courtroom) – 1100 East Monroe St, Brownsville, TX.
CONTACT PERSON: Mike Forbes at 956-544-0871

Pre proposal questions must be submitted by: **Friday, March 24, 2017** (fax to 956-550-7219 Mike Forbes or e-mail)

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@cameroncounty.com. To ask specific questions on project requirements, please call: Charles Hoskins at (956) 547-7000 E-mail: Charles.Hoskins@co.cameron.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 No._____Fax No._____e-mail_____

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

Print Name:_____Signature:_____

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific 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 Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Prepared by: GP Strategies Corp., 11000 Broken Land Parkway, Suite 200, Columbia, MD 21044 (850) 238-0611

CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. 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 Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

_X__ **Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.

_X__ **Instructions to Proposers**
You should be familiar with all of the Instructions to Proposers.

____ **Special Requirements**
This section provides information you must know in order to make an offer properly.

_X__ **Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

_X__**Attachments A, B, C, D, E, F, G, H, I**
Be sure to complete these forms and return with packet.

____ **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.

____ **Minimum Insurance Requirements**
Included when applicable

____ **Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.

____ **Financial Statement**
When this information is required, you must use this form.

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

____ Is your RFP sealed with RFP #, title, Proposer Name, & return address, on outside?
____ Did you complete, sign and submit page 1?
____ Did you complete and submit attachments A, B, C, D, E, F, G, H, I
____ Did you provide the number of copies as required on the cover page?
____ Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at:
www.co.cameron.tx.us/purchasing/feedback.htm

REQUEST FOR PROPOSALS
 # 1452A1

DEBRIS MANAGEMENT – REMOVAL AND DISPOSAL

POST-HURRICANE/DISASTER RECOVERY OPERATIONS

INVITATION TO RFP 1
INSTRUCTIONS FOR SUBMITTING RFP'S 5
GOVERNING FORMS: 5
GOVERNING LAW: 5
PLEASE NOTE CAREFULLY 10
I. PROJECT DESCRIPTION AND REQUIREMENTS 12
1. PURPOSE 12
2. BACKGROUND 12
A. Introduction 12
B. Planning Standard for Debris 14
C. Debris Management 14
3. RFP RESPONSE INFORMATION REQUIRED. 16
A. Description of Services 16
B. Debris Management 17
4. SCOPE OF WORK 20
A. General 20
B. Overview 20
C. Part 1 – Debris Clearance (for access) from Rights-of-Way and Public Property 22
D. Part 2 – Debris Removal and Disposal Operations 22
E. Part 3 – TDSRS Operations 28
F. Miscellaneous Requirements 33
5. ADDITIONAL CONSIDERATIONS 35
A. Contract Termination 35
6. PERFORMANCE SCHEDULE 35
7. CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS 36
II. EVALUATION AND PRICE PROPOSALS 37
1. EVALUATION AND QUALIFICATION REQUIREMENTS 37
2. PROPOSAL PROCESS GENERAL PROVISIONS 39
III. ALTERNATIVE PROPOSAL OPPORTUNITY 41
EXHIBITS 42
EXHIBIT A: REQUEST FOR PROPOSAL INSTRUCTIONS 43
EXHIBIT B: QUALIFICATION RESPONSE FORMAT 46
I. LETTER OF TRANSMITTAL AND AFFIDAVIT 46
II. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA. 47
III. PROJECT REQUIREMENTS. 49
EXHIBIT C: PROJECT AWARD SCHEDULE 51
EXHIBIT D: CONTRAT PROVISIONS AND SPECIFICATIONS 51
EXHIBIT E: PRICE PROPOSAL 92
PROJECT ASSUMPTIONS 92
ALTERNATIVE PROPOSAL OPPORTUNITY 94
PRICE PROPOSAL 96
PRICE PROPOSAL FORM 98
ALTERNATE (COMBINED) PRICE PROPOSAL FORM 103
EXHIBIT F: DEBRIS MANAGEMENT PLAN 107
CITY 122
Commercial 122
EXHIBIT G: COUNTY ROAD MAP 137
ATTACHMENTS 138

Attachment A 139
Attachment B 140
Attachment C 141
Attachment D 142
Attachment E 143
Attachment F 144
Attachment H 148

INSTRUCTIONS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

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

GOVERNING FORMS:

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW:

This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, δ262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, and return all with your RFP.

MINORITY/WOMAN OWNED BUSINESS ENTERPRISE (M/WBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE),
AND HISTORICALLY UNDERUTILIZED BUSINESS (HUB):

Cameron County encourages and strives towards an ever increasing expansion in opportunities for M/WBE's & HUB's in assisting the County for its Purchasing needs. Cameron County's policy is to increasingly involve qualified M/WBE & HUBs to the greatest extent feasible in the County's procurement process.

Objectives of County HUB Program

- Ongoing increase in procurement opportunities for M/WBE's & HUB's
- Assisting M/WBE's & HUB's with registration to Bidders List and Bid opportunities that may be of interest
- Directing M/WBE's & HUB's to various beneficial web links giving them additional opportunities

Certification Process: Federal, state, and local regulations determine the type of certification(s) available. Attached below are links to various Certification agencies which are available to assist you in obtaining your M/WBE's & HUB's Certification.

HUB Certification Sources:

- State of Texas HUB Certification Process
- Register with State as a HUB Vendor
- HUB Certification Agreements
- HUB Minority & Women Organizations

M/WBE's & HUB's Questions Cameron County contact:
Beverly Findley, Bid coordinator
P: 956-982-5478 | Email: beverly.findley@co.cameron.tx.us

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their proposal information regarding minority/women business and HUB business participation in this project.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:
http://www.co.cameron.tx.us/purchasing/docs/conflictofinterest.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed**. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

Forms can be downloaded at the following web site:
http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf

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

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

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

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

TEXAS ETHICS COMMISSION FORM 1295:

All RFPs prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of RFP award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.
tab Link: http://www.co.cameron.tx.us/administration/purchasing_department/index.php

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: One (1) original and (7) copies of all proposal documents shall be sealed and submitted as offer's response to:

Cameron County Purchasing Office
Cameron County Courthouse
Room 345
1100 East Monroe Street
Brownsville, Texas 78520

No later than 11::00 a.m. (CST), May 2, 2017.

MARK ENVELOPE: RFP NO. 1452A3: COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS

ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.

IT IS UNDERSTOOD that Cameron County, Texas reserves the right to reject any or all proposals as it deems to be in the best interest of Cameron County. Receipt of any proposal shall under no circumstances obligate Cameron County to accept the lower dollar proposal.

PROPOSALS SHALL include the RFP and all addenda. Each proposal shall be placed in a sealed envelope, with a transmittal letter and Price Proposal Form (Exhibit A) each manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below.

PROPOSER SHALL SUBMIT RFP AND THE FORMS PROVIDED IN FORMAT AS OUTLINED IN SECTION ii, AND RETURN ENTIRE RFP PACKET. In the event of inclement weather and County Offices are officially closed on a Proposal deadline day, RFP's will be received unit 2:00 p.m. of the next business day. Proposals will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

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

PRESENTATIONS SEQUENCE TO EVALUATION COMMITTEE. Presentations to Evaluation Committee will be sequenced (in order) as determined by the utilization of RANDOM.ORG. Process will be conducted in the Purchasing Dept. with Auditor's designee present.

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

PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/commissioner_s_court_agenda/index.php

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

LATE PROPOSALS: Proposals received in the County Purchasing Office after submission deadline will be considered void and unacceptable. Cameron County is not responsible for lateness or non-delivery of mail carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERING PROPOSALS: Any interlineations, alteration or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without the permission of the County for a period of ninety (90) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of the proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Proposers, their representatives and interested persons may be present. The proposals will be received and acknowledged only so as to avoid disclosure of the contents to competing Proposers and will be kept secret during negotiations.

However, all proposals shall be opened for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified by Proposer as such.

ORAL CHANGES: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Cameron County Purchasing Agent.

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

ETHICS: The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Cameron County.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal that contain exceptions to or substitutions for the provisions of the RFP may be considered for negotiations at the discretion of Cameron County.

ADDENDA: Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Cameron County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposer shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county and local laws.

CAMERON COUNTY MAY REQUEST REPRESENTATION and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

REFERENCES: Cameron County Requests Proposer to supply, with the RFP, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

SUCCESSFUL OFFERER SHALL: defend, indemnify, and save harm to Cameron County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or fault of the successful Proposer, or of an agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Proposer shall pay any judgment with costs which may be obtained against Cameron County growing out of such injury or damages.

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

VENUE: Any agreement arising out of this proposal will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

ASSIGNMENT: The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County.

POTENTIAL CONTRACTORS ATTEND A PRE-PROPOSAL CONFERENCE to be held in the Commissioners' Court, Cameron County Courthouse, the purpose of this conference is to afford all Contractors the opportunity to ask questions of County Staff to fully understand the County's preparedness program and the obligations of the successful Contractor.

MANDATORY PRE PROPOSAL MEETINGS SCHEDULE:
Meeting – Thursday, March 30, 2017 at 10:00 A.M.
PRE PROPOSAL MEETING LOCATION: Cameron County Courthouse (Dancy Bldg.) 2nd Floor (Commissioners Courtroom) – 1100 East Monroe St, Brownsville, TX.
CONTACT PERSON: Mike Forbes at 956-544-0871
Pre proposal questions must be submitted by: **Friday, March 24, 2017** (fax to 956-550-7219 Mike Forbes or e-mail)

PLEASE NOTE CAREFULLY

THIS IS THE APPROVED INSTRUCTION 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 SEVEN (7) COPIES OF RFP's MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP's must be in the Purchasing Department BEFORE the hour and date specified.

2. RFP's MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

3. RFP's CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP's on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer's name, address, and County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.

7. Written inquires pertaining to RFP's must give RFP Number and Company.

8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.

9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. The County also reserves the right to consider CO-OP Inter-local pricing.

10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.

11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.

13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP.**

14. It is expected that the Proposer 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.

15. It is the responsibility of the bidder or Proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid / proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or Proposers. Cameron County will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful Proposer shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Proposer in the proper place on the

Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill, when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extend funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

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

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

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

CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 E. Monroe St, 3rd Floor,
BROWNSVILLE, TEXAS 78520

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 Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

I. PROJECT DESCRIPTION AND REQUIREMENTS

1. PURPOSE

This document constitutes a Request for Proposals (RFP) from experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household comestible garbage) from public property and public rights of way in Cameron County, Texas, immediately after a hurricane 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 Contractor who is capable of efficiently removing very large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The Contractor must be capable of assembling, directing and managing a workforce that can complete the debris management operations in a maximum of 90 days. The contract will be for a five-year term with annual re-certification of the Contractor's capabilities for years two through five. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the County. The planning standards used for this project are based on the anticipated impacts of a major hurricane.

2. BACKGROUND

A. Introduction

Cameron County is the southernmost county in Texas. Bounded by the Gulf of Mexico to the east and the Rio Grande to the south, Cameron County covers 1,159 square miles and has an estimated population of 406,220 (US Census Bureau) people in 2011. The County landscape is a flat alluvial plain with an average elevation of about 40 feet. The eastern edge of the County is a mix of coastal plains, beaches and marshes with much lower elevations. The County has numerous waterways for navigation, drainage and irrigation, including portions of the Rio Grande River flood plain. Land use is predominantly intensive specialized farming and livestock grazing.

Communities in Cameron County range from the City of Brownsville with a population of about 175,023 (US Census Bureau) people, to the coastal resort area of South Padre Island with a permanent population of about 2,000 and a much larger seasonal population. Some incorporated communities have as few as 300 residents, while some small unincorporated/underdeveloped areas have estimated populations as large as 5,000. The County has experienced numerous major storms and flooding events in past years that generated very large volumes of debris and prompted extensive pre-planning for recovery activities.

The debris management activities would encompass the entire area of the County, including individual communities and rural areas. The Cameron County staff has developed a Debris Management Plan that describes the general needs and approaches for handling large volumes of debris after a major disaster. It provides general information on debris classifications, local hauling and disposal capabilities and capacities, and considerations for temporary debris management sites. That plan will provide general guidance for the Contractor and is attached to this RFP as Exhibit F.

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

The County envisions the need for a single major Contractor to carry out the debris removal and disposal work throughout the County. The Contractor must have the capacity to manage a major workforce with multiple Subcontractors and to cover the expenses associated with a major recovery operation prior to the initial County payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The Contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The contract to be awarded under this program will be a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the Contractor unless and until the contract is activated either in anticipation of a natural or man-made disaster or immediately after such disaster.

Potential Contractors are solely responsible for their own costs of developing the proposal associated with this project. In addition, a Contractor who receives a contingency contract for the work will be required to participate in certain County-directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the County.

The contingency contract will be for a five-year term with annual re-certification of the Contractor's capabilities for years two through five. This will minimize the planning costs associated with the program as well as maximize the Contractor's potential for recovery of those costs.

Note: Cameron County is also issuing a Request for Proposals for Collection, Characterization, Packaging, Transportation and Disposal of Hazardous Waste During Post-Hurricane /Disaster Recovery Operations. A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects. This opportunity is addressed in more detail in Part III and in Exhibit E to this RFP.

B. Planning Standard for Debris

The County has selected a Category 4 wet hurricane that impacts the entire County with equal intensity as its planning standard. The worst case debris volume anticipated from such a storm impacting the entire county with equal intensity is 6.7 million cubic yards. This estimated debris volume is a planning figure that was used in determining the maximum land area requirements for Temporary Debris Staging and Reduction Sites (TDSRS) and other resource needs. It is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than 6.7 million cubic yards, and probably will be considerably less. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals, the Contractor shall use a planning figure of 2 million cubic yards of debris as the initial volume estimate for post-disaster debris. Contractor submittals must also address, though in less detail, how the Contractor would address larger and smaller volumes of debris.

The County's goal is to complete the debris removal and disposal process in 90 days. This assumes that the entire area of the County will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not accessible for several weeks after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the County simultaneously immediately after a storm.

C. Debris Management

Planning for debris management operations is a function of the Departments of Public Works and Engineering; however, the debris removal and disposal operations will be directed by the County Engineer. In addition to using County forces and equipment, the County will employ a Contractor to remove and dispose of disaster-generated debris. The County will execute at least one (and reserves the right to execute more than one) debris removal and disposal contract on a contingency basis for the purpose of having a Contractor immediately available and committed to assisting the County in the aftermath of a major disaster. Each Contractor holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor will use both local and non-local Subcontractors. Notwithstanding, the Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable. To facilitate management of the debris removal operations, the County's maintained roads have been divided into four (4) Debris Management Zones, generally along easily recognizable boundaries. See the attached County map, Exhibit G. No roads located in municipal incorporated areas, or that are maintained by Texas DOT, or that are maintained by private citizens, or that are maintained by any other entity other than Cameron County are subject to this RFP unless specifically identified by the County.

When a major disaster occurs or is imminent, the County will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites.

Contractors will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the County's Debris Management Plan. Disposal of debris may be at any lawful site selected by the Contractor and approved by the County. The Contractor

will also be responsible for the lawful disposal of all debris and debris-reduction by-products. Within 24 hours of receiving the Notice to Proceed, the Contractor will send a management team to the County to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. The Contractor should anticipate receiving such notice 48 to 72 hours before projected landfall of a hurricane.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses. The County will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The County Engineer will assist the Contractor in identifying suitable TDSRS locations for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. No other debris management operations will be allowed on those sites. County assistance notwithstanding, the Contractor will be responsible for determining the number and general locations of the TDSRS needed and for obtaining access to TDSRS. If the Contractor is unable to do so, the County will assist in gaining access to suitable sites.

The Contractor will operate the TDSRS and only Contractor vehicles and others specifically authorized by the County will be allowed to use the sites. The County may also establish homeowner drop-off sites for debris. The Contractor will be responsible for removing all debris from those sites daily.

Curbside segregation of disaster-generated debris and related wastes will be an element of the County's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial hazardous wastes encountered by the debris removal Contractor are to be set aside for collection and disposal by a Hazardous Materials (HAZMAT) Removal and Disposal Contractor who will be selected by the County. The HAZMAT Contractor will also collect hazardous materials and industrial wastes inadvertently delivered to the TDSRS. Comestible garbage will be collected by commercial waste haulers and is not to be collected or transported by Contractor's forces.

Note: To assist potential Contractors in preparing submittals, the Cameron County Debris Management Plan and a County map are attached to this RFP as Exhibits F and G, respectively.

3. RFP RESPONSE INFORMATION REQUIRED.

Please see Exhibit B for Response Format for this RFP. Information required to be included in this RFP is included below:

A. Description of Services

1. Proposer must provide a detailed description of the services that will be provided upon issuance of each Notice to Proceed. The description must, at a minimum, include the following:

   a. A General Operations Plan describing the method and manner of debris removal and lawful disposal that will be employed for disaster-generated debris. That Plan should demonstrate how contractor will satisfy the requirements of the project, as described in Section 4 of Part I: Scope of Work; Subsections B through F, with:

      1) A detailed description of the general sequence of debris removal operations to be performed.

      2) A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources, i.e. a list of subcontractors with whom the submitter has agreements for post-disaster support.

      3) A description, including maps to illustrate locations, of the areas where the Contractor anticipates performing debris management operations, including but not limited to TDSRS for reduction, recycling, sorting, etc., and disposal sites.

      4) An estimate of the time required to complete the removal and lawful disposal of two million (2,000,000) cubic yards of debris following a Category 4 hurricane. Note that the specified time for completion of the removal and disposal operations is 90 days.

      5) A description of how Contractor will ensure that all debris management operations are performed in compliance withal applicable regulations and permits.

      6) A description of the manner in which volumes of debris processed at debris management sites shall be estimated for monthly progress payment purposes.

   b. A description of any subcontracts to be utilized in performing these services.

   c. A summary of the submitter's personnel that will be dedicated to the contract. The summary must include: the names of all members of the project management team; the name of the submitter's claims representative; the number of management employees that will be assigned to the contract, their job titles and responsibilities.

   d. A description of the accounting and financial controls that will be utilized in managing, monitoring and accounting for the resources to be deployed.

2. Proposer shall clearly describe:
   a. Any exceptions taken to the requirements stated in this RFP.
   b. Any proposed changes to the way the scope of work or the debris management methodology described in this RFP.

B. Debris Management

Proposer shall include in the submittal a statement acknowledging that it understands and will conform to these provisions of the County's disaster-generated debris management program:

1. The County's Engineer will direct the debris removal and disposal operations in accordance with the County Debris Plan.

2. In addition to using force account personnel and equipment, Cameron County intends to execute a debris removal and disposal contract on a contingency basis for the purpose of having Contractor(s) immediately available and committed to assisting the County and its municipalities in the aftermath of a major disaster. The Contractor holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor will use both local and non-local subcontractors.

3. When a major disaster occurs or it is imminent, Cameron County will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the County's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites. The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the Scope of Work described below. Disposal of debris will be at County approved landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSRS. The term "temporary debris management site" is frequently used in the business of debris management. For purposes of this contract the terms TDSRS and temporary debris management site are considered to be synonymous.

4. When a major disaster occurs or is imminent, the County will initially alert the selected Contractor(s). This alert will serve to activate the lines of communication between the Contractor representatives and the County and may require the Contractor to send a member of the Contractor's Management Team to the County Engineer's office within 24 hours to begin planning for force mobilization and debris operations. Subsequently, the County will issue the first Task Order, which will authorize the Contractor to begin mobilizing the personnel and equipment necessary to perform the stipulated work.

5. This first Task Order will also direct the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving this first Task Order from the County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional task orders will be issued for debris removal, reduction, and disposal within the County.

6. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The County will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The Contractor can assume the scope and schedule for debris removal, as prescribed by the County will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.

7. TDSRS will be as identified for the temporary storage and reduction of debris. The Contractor is to identify suitable locations and arrange for access to the sites. The County will assist the Contractor is gaining access as needed. Use of publicly owned sites is preferred. The County will assist the Contractor in identifying such sites.

8. The Contractor will operate the TDSRS and only Contractor vehicles and others specifically authorized by the County will be allowed to use the sites.

9. The County may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

10. Curbside segregation of debris and disaster-generated or related wastes will be an element of the County's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following categories with responsibility as shown:

    - Construction and demolition (C&D) debris, furniture, furnishings, appliances, etc. suitable for being land filled or recycled, stacked by curb or shoulder – Contractor responsibility for removal and disposal.
    - Vegetative and clean, woody debris, suitable for chipping, grinding or burning, loosely stacked, placed by curb or road shoulder, This includes logs, stumps, rootballs, limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. – Contractor responsibility for removal and disposal.
    - Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – Contractor responsibility for removal and disposal. Contractor will decide, with concurrence by the County, whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.
    - Household Hazardous Waste, separated from all other types of waste and debris, placed at curb or road shoulder – County/HAZMAT Contractor responsibility for removal.
    - Household trash and comestible garbage – responsibility of commercial waste collectors.

The above categories of responsibility include the opportunity for ownership, pending negotiations, and upon collection and removal this debris may be available for recycling and sale by the responsible CONTRACTOR.

11. Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the Contractor of his/her curbside separation responsibilities, to the extent practicable.

12. Any Household Hazardous Waste (HHW) or other hazardous materials (HAZMAT) encountered by the debris removal Contractor is to be set aside. HHW/HAZMAT disposal will be the responsibility of the County and specifically authorized contractors. HHW includes, but is not limited to, these materials: cleaning products, batteries, paint and other coating materials, aerosol spray cans, pesticides, lawn and garden products, automotive products, fluorescent light bulbs, propane tanks and other compressed gas cylinders, flammable products and home/office electronics such as television sets, computers and monitors.

13. The Contractor will set up a lined containment area and separate any HHW inadvertently delivered to a TDSRS.

14. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous, toxic, biological or radioactive material will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the County.

15. The responsibility for management of debris created by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and the mixture of debris categories could be substantially changed.

4. SCOPE OF WORK

A. General

1. The Contractor shall provide all expertise, effort, personnel, materials and equipment necessary for the timely removal and lawful disposal of all debris, except household hazardous waste, hazardous materials, industrial waste and household comestible garbage, generated by disasters that impact Cameron County, Texas. The Contractor shall provide for the cost-effective and efficient removal and lawful disposal of debris as specified below and as authorized by County or designated municipal officials. Services shall be performed on an "as needed basis" when directed by the County. For planning purposes, the contractor shall assume that the total volume of debris is two million (2,000,000) cubic yards.

2. The Contractor shall determine the methods and manners of debris removal, reduction and disposal that provide the greatest economy of operations and cost to the County. In general, the Contractor will first focus on clearing roadways leading to critical facilities and other clearing activities necessary to safeguard the public. The County will provide guidance and direction on priorities for debris clearing incident to removal operations. The Contractor shall present to the County for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for disaster debris removal and lawful disposal. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, when designated by the County.

3. The Contractor will be responsible for the timely clearing of roadways, removal of specified debris and lawful disposal of that debris when removed from:
   - Streets, roads and right-of-ways under the jurisdiction of Cameron County
   - Streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, within the County, unless otherwise directed by the County Engineer
   - Public property and facilities
   - Any other municipal facility or site as may be directed
   - Private property when necessary to protect the public or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the County Engineer

4. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of utility company crews and other recovery forces.

B. Overview

1. The scope of work for this RFP is divided into three (3) parts. Part 1 is for debris clearance for access from rights-of-way and public property. Part 2 is for debris removal and disposal operations. Part 3 is for TDSRS operations.

2. Specific work authorizations by the County will be through written Task Orders. Task Orders will define the work to be accomplished, the location(s) where that work is to be performed, the time frame for completion and other criteria. Other disaster response and

recovery work may be added, such as screening sand for beach replenishment, and any requirements or rates not covered by this Scope of Work will be negotiated. The County reserves the right to extend operations on a weekly basis.

3. The Contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours- 25%, 72 hours- 50%, 96 hours- 75%, and 120 hours- 100% unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the County may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall perform the work specified in each Task Order in accordance with the terms specifically stated in that Task Order. Each Task Order will be uniquely and sequentially numbered.

4. The Contractor must be duly licensed to perform the work in accordance with the State of Texas code requirements. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what additional permits are necessary to perform under the contract, but at the minimum must hold a business license and Contractor's license where services are performed. Copies of all permits shall be submitted to the County Engineer as soon as available.

5. The Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in the County does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.

6. The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Price Proposal Form (Exhibit E). Payment will be made at the unit rates proposed by the Contractor as approved by the County Engineer. The output will be verified by the County Engineer in the daily operational report. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

7. The Contractor shall be responsible for corrective action related to any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County. Work performed in violation of local, State or Federal statutes or regulations may be excluded from payment at the discretion of the County Engineer.

8. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State or local governments or agencies or of any public utilities or other private Contractors.

9. The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor is fluent and fully conversant in English, both spoken and written.

C. Part 1 – Debris Clearance (for access) from Rights-of-Way and Public Property

1. The County provides routine debris management services, including the clearance (moving debris from the middle of the road, etc.) of debris from rights-of-way and public property under normal conditions. The County intends to perform debris clearance for access with its own forces or under existing contractual agreements between local firms to the extent practicable. In a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

2. The Contractor shall perform debris clearance operations to the extent necessary to facilitate the debris removal operations. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 70 hours using the rates in the Price Proposal Form, Part B. Debris clearance operations would be performed under specific direction from the County Engineer.

D. Part 2 – Debris Removal and Disposal Operations

1. The purpose of this Scope of Work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Cameron County.

2. The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

3. All rates are to be fully cost inclusive, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

4. The work shall consist of clearing and removing disaster generated debris as directed by the County Engineer. During the course of this contract, and once operations have commenced, the Contractor shall not relocate any equipment or labor assets, including subcontractors, without giving 24 hours advance notice of the intended relocation. In addition to this requirement for advance notice, the Contractor will complete all debris clearing, loading and hauling operations that have been started on any particular pass through a neighborhood.

5. The County has been divided into four (4) designated Debris Management Zones. The sole purpose of this subdivision is to facilitate management of the overall debris removal process. The debris management zones are described in Exhibit G.

6. The Contractor shall make multiple, scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens, residents and other personnel to return to their properties and bring debris to the right-of-way as recovery progresses. It is anticipated that a minimum of 3 passes at 2-week intervals will be necessary in populated areas; however, the actual number and schedule of passes shall be determined through County-Contractor consultation.

5. The debris, once loaded and removed from the public rights-of-way or other public property, shall become the property of the Contractor, unless otherwise negotiated by the County. The County will assist in identification of TDSRS, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.

6. Work may include:

- Clearing debris from public rights-of-way and public property, if authorized
- Constructing TDSRS, as required, at locations selected or approved by the County
- Loading and hauling debris from public rights-of-way and public property to TDSRS, or authorized disposal facilities, and dumping
- Managing and operating the TDSRS and loading debris reduction by-products for hauling and disposal
- Performing debris by-product recycling programs, as approved by the County
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility
- Providing traffic control during debris management operations

7. The County will be responsible for all tipping fees at the authorized landfill. Debris delivered to a TDSRS will be paid based on the price per cubic yard for unreduced debris and the distance hauled according to Items 1.1 through 1.4 of Part A of the Price Proposal Form (Exhibit E).

D.1. TDSRS

1. The Contractor shall use only TDSRS approved by the County. The Contractor shall not assume that TDSRS and landfills, located outside of the jurisdictional boundaries are available to the Contractor unless so specified in the Task Order.

2. The TDSRS foreman is appointed by the Contractor and shall direct all dumping operations and shall coordinate removal of debris and reduction by-products to a County-authorized landfill location for subsequent disposal or to recycling processors selected by the Contractor and approved by the County.

D.2. Equipment

1. All trucks, trailers and equipment must be in compliance with all applicable Federal, State, and local rules and regulations.

2. All trucks and trailers must be suitable for equipment loading. The Contractor shall maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation.

3. Trucks and trailers used to haul debris must be capable of rapidly dumping their loads without the assistance of other equipment.

4. Truck and trailers must be equipped with a tailgate and sides that will permit the trucks to be filled to capacity and that will effectively contain the debris during transport. Sides and tailgates that are not part of the original construction of the truck or trailer may be accepted at the discretion of the County Engineer if they meet the following requirements:

   Sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the permanent bedsides. Once installed, all sideboard extensions must be permanently affixed to the truck or trailer and must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed and any exceptions to the above requirements, such as ¾" minimum plywood in lieu of 2"x 6" boards, must be approved in writing by the County Engineer.

   Temporary tailgates fabricated of heavy wire ("cyclone") fence may be used if they comply with the following specifications:

   - Solid metal bars must be secured to both sides of the fencing
   - Fencing must be permanently attached to one side of the truck bed
   - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire
   - Fencing must extend to the bottom of the bed
   - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations

5. Trucks or trailers that do not comply with the above criteria may be approved for use, depending upon the needs of the County, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation.

6. Hand loading of trucks or trailers must be approved in writing by the County Engineer before loading begins. County monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded trailer or truck load by 50% because of the low compaction achieved by hand loading. For example, if a 20 cubic-yard (CY) hand-loaded truck or trailer arrives at the TDSRS or disposal site, and it appears to be 100 percent full, the quantity of debris in the truck or trailer will be recorded as: 10 CY {(20 CY / 2) * 100%}. In the same manner, if the truck or trailer appears half full, the load will be recorded as: 5 CY {(20 CY / 2) * 50%}. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

7. The Contractor shall submit to the County certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed jointly by the Contractor and a County representative. Maximum volumes may be rounded to the nearest cubic yard.

The equipment number and the County-certified measured maximum volume of the load bed shall be shown on signs fixed to each piece of equipment or painted on the equipment. The County reserves the right to re-measure trucks and trailers at any time to verify reported capacity.

5. Equipment designated for use under this contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the County during the period of this contract.

D.3. Securing Debris

1. The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

2. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13'6", or as approved by the County. The 13'6" height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. Maximum width of a truck or trailer should be no greater than 8'6" wide. The Contractor must verify the clearance of bridges and overpasses on all routes to be used; however, the Contractor need not verify clearances that are shown on permanent signs or markings provided by cognizant government agencies. The Contractor is not relieved of the responsibility for verifying clearance for all structures, overhead wires and other potential obstructions that are not clearly and permanently marked with clearance dimensions.

D.4. Equipment Signage

1. Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the owner/operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Markings shall be in block letters and numerals at least 3" in height.

D.5. Hazardous Materials

1. The Contractor shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's HAZMAT contractor. The Contractor shall notify the County Engineer of the nature and location of any such debris encountered.

2. The contractor and his forces must make every reasonable effort to preclude transporting HHW and HAZMAT to the TDSRS Sites or landfills. The Contractor will be responsible for proper handling and storage of any such materials brought to the TDSRS by Contractor's workforce. The Contractor shall provide a suitable area at each TDSRS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material and surrounded with berms or other containment structures to contain any potential leakage

D.6. Debris Removal from Drainage Systems

1. The Contractor may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require either hauling of debris for disposal, as directed by the County Engineer. The County will develop a scope of work for each system component including locations, access points, descriptions of the debris to be removed and similar information. The Contractor will submit lump sum cost estimates for each location with unit pricing taken from Part B of the Price Proposal Form.

D.7. Tree and Limb Removal with Specialized Equipment

1. The Contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the County Engineer and direction to proceed in removal of such hazards will be issued by the County Engineer. The County Engineer will provide a detailed description of the trees or limbs to be removed and the Contractor will provide a lump sum cost estimate based upon unit prices from Item 2.2 of Part A of the Price Proposal Form. Any special circumstances where hazardous items are not included in the Price Proposal Form will be subject to negotiation.

D.8. Removal of Hazardous Stumps

1. The Contractor may be required to remove hazardous stumps that have not been fully uprooted. The determination of the existence of a hazardous situation is the responsibility of the County Engineer. The County Engineer will provide a detailed description of the stumps to be removed and the Contractor will provide a lump sum cost estimate based upon the unit prices from Item 2.1 of Part A of the Price Proposal Form. Any special circumstances where hazardous items are not included in the Price Proposal Form will be subject to negotiation. The loading, hauling and dumping of these stumps, as well as of

stumps and rootballs that are already uprooted (not requiring extensive digging or grinding) shall be paid under Items 1.1 through 1.4, as appropriate.

D.9. Debris Collection Efficiency/Cleanliness

1. The Contractor is responsible for collecting and removing, from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which could reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. The Contractor is not responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that could readily be swept up by homeowners or others put into plastic bags or trash cans. Except for the above, the Contractor will collect and remove all debris from each public property area during each pass and will not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to handle specific types of debris; however, the Contractor is expected to organize equipment and crews so that all types of debris are collected within any one pass.

D.10. Damages to Public or Private Property

1. The Contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. Disagreements will be settled through negotiations between the Contractor and the aggrieved party and overseen by the County Engineer or his representative. Repair of damaged areas will be performed immediately and damaged property will be restored to equal or better than its pre-damage condition. The Contractor shall provide the County Engineer a weekly summary of all damage claims that have been brought to the Contractor's attention and identify those that have been settled and all claims or issues that remain outstanding.

D.11. Other Considerations

1. The Contractor shall assign and provide an Operations Manager (OM) to serve as the principal liaison between the County Engineer or his designee and the Contractor's forces. The assigned OM must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor to perform work under this contract. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via telephone (landline and/or cellular) and fax machine, and shall have Internet and e-mail capabilities. The OM will participate in daily meetings with the County Engineer, to provide essential information on the performance of the Contractor's forces. The OM will normally make reports to the County Engineer. This position will not require constant presence; rather, the OM will be required to be physically capable of responding to the County Engineer within one hour of notification.

2. The Contractor shall be responsible for control of pedestrian and vehicular traffic in all work areas. At a minimum, one flag person should be posted at each approach to each work area.

3. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The safety of all personnel working under the Contractor's agreement with the County is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary for all personnel and equipment to perform work under the terms of the contract.

4. Payment for debris hauled under the contract will be based on the quantity of debris hauled in trucks/trailers, measured cubic yards, and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS Site or a landfill or other authorized site will require a validated load ticket. Drivers will be given load tickets at the loading site by a County loading site monitor who will retain a copy of the ticket. The load ticket will include an original and four copies. Cameron County will provide the load tickets for Contractor's use. Only load tickets provided by Cameron County or approved in writing by the County Engineer will be accepted.

   The quantity of debris hauled will be estimated in cubic yards at the TDSRS Site or other approved location by a County monitor. The estimated quantity will be recorded on the load ticket. The County site monitor will retain one copy of the load ticket and the driver will retain three copies of the load ticket. It's expected that the vehicle operator will retain one copy of the ticket and that the other two will be submitted to the Contractor. The Contractor will submit one copy of the load ticket to the County Engineer with the Contractor's invoice. Payment will be made against the Contractor's invoice once the loading site monitor, dump site monitor and Contractor invoice load tickets are matched.

5. The County TDSRS site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in trucks and trailers. For purposes of this contract, the County monitors are the final authority on the volume of debris. Trucks are assumed to be carrying 100% full loads, but deductions will be made for less-than-full loads caused by incomplete loading at the loading site, uncompacted or lightly packed loads with excessive voids or other factors that are not consistent with the terms of the contract. Consolidation and settling during hauling are indicative of incomplete or ineffective loading and will result in reduction of the debris volume estimate.

E. Part 3 – TDSRS Operations

1. The purpose of this Scope of Work is to define the requirements for Temporary Debris Storage and Reduction Site (TDSRS) operations associated with major debris removal operations after any disaster within Cameron County.

2. The scope of work for TDSRS operations consists of two phases.

3. Phase I. This Phase includes (a) site preparation and set-up and (b) site closeout and restoration and shall be compensated on a time and materials basis in accordance with the rates provided in the Price Proposal Form, Part B (Exhibit E). This includes but is not necessarily limited to clearing, stripping, hauling, fill placement, constructing processing areas and access roads, traffic controls, inspections towers and any other activity necessary to make the site usable for debris reduction and handling operations. It also includes removing improvements, restoring impacted areas and any other similar activity necessary to return the site to its original condition. Pre-use and post-use environmental

investigations, including obtaining and testing air, water and soil samples, is also included. To the extent that they are not included in the price Proposal due to uncertainties in volume needs, the costs for materials required for set/preparation and closeout/restoration shall be negotiated during the issuance of the Task Order.

4. Additional guidance on the procedures for TDSRS setup, operation and close out are provided in Attachment A regarding:

   - TDSRS setup, operation and close out guidelines
   - Burning and grinding operations
   - Environmental checklist for air curtain pit burners
   - Land application of wood ash
   - Spontaneous combustion in mulch piles
   - Closure and restoration of TDSRS

5. Phase II consists of TDSRS operations and material processing and shall be compensated in accordance with the unit prices provided in the Price Proposal Form, Part A. (Exhibit E).

6. The Contractor shall provide equipment, operators, and laborers for TDSRS operations as specified by Task Order. Unit prices provided in the Price Proposal Form, Part A, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

7. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment including labor and operator unless costs are identified separately in the Task Order.

8. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

9. The work shall consist of managing the operations of a TDSRS and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the County Engineer, and/or recycling of marketable material by the Contractor.

10. The County plans to use TDSRS that will be devoted to the reduction of clean woody vegetative debris by either burning or grinding, if the disaster is related to a hurricane or other major storm event.

11. Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to County-authorized landfills, unless otherwise directed or approved by the County Engineer. All currently authorized landfills are identified in Attachment A. Additional landfills may be identified as work progresses.

12. The establishment of C&D TDSRS, to be operated as transfer points, will be authorized by the County Engineer if the volume and/or nature of C&D debris warrants volumetric reduction through burning or grinding or if recycling operations are approved.

13. Material brought to the TDSRS will be measured in cubic yards on the basis of the volume established for the individual truck or trailer and the percentage of fill of the truck or trailer as determined by the County's monitor at the dump site and will be paid according to the Price Proposal Form, Part A.

14. Locations of all TDSRS and landfills to be used will be provided to the County Engineer before any hauling operations begin. The County Engineer must approve site improvements before work begins and associated costs, other than those in the Price Proposal Form, must be authorized in the Task Order and documented as they are incurred.

15. When performing a Task Order using Part B Hourly Prices the Contractor shall submit a report to the County Engineer by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task Order is included in Attachment A. Each report shall contain, at a minimum, the following information:

    - Contractor's Name
    - Contract Number
    - Task Order Number
    - Daily and cumulative hours for each piece of equipment, if appropriate
    - Daily and cumulative hours for personnel, by position, if appropriate
    - Volumes of debris handled
    - Volume of debris recycled

16. Failure to provide audit-quality information will subject Contractor to non-payment in each instance at the sole discretion of the County.

17. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

18. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

19. The County <u>will not</u> provide to the Contractor potable water, sewage treatment, fuel, electricity or other utilities, personnel, materials or equipment deemed necessary for TDSRS operations.

20. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing infrastructure at the sites and repair any damage caused by Contractor's operations at no additional cost to the County.

21. The Contractor shall be responsible for installing site security measures and maintaining security for operations at the site.

22. The Contractor shall manage the site to minimize the risk of fire or health hazards.

23, The Contractor shall be responsible for the closure of the TDSRS(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/staging operation (such as temporary toilets, observation towers and security fences), grading and restoring the site to pre-work conditions. Improvements made to the site may be left in place at the discretion of the County Engineer upon approval by the owner of the site. The site will be restored in accordance with all local requirements. The Contractor is responsible for the proper disposal of non-burnable and unprocessed debris, wood chips, ash and any other remnants of the debris reduction and handling processes. Disposal of any hazardous waste debris, including home/office electronic devices, is not the responsibility of the Contractor under this contract. The disposal of hazardous waste debris is to be coordinated with the County's HAZMAT contractor through the County Engineer. The Contractor shall receive approval from the County Engineer as to the final acceptance of a site closure. Final payment shall be released to the Contractor(s) upon acceptance of the site by the County Engineer.

E.1. TDSRS Management Plan

1. Once a TDSRS is identified and approved by the County Engineer, the Contractor will prepare a TDSRS Management Plan and deliver same to the County Engineer before beginning site preparation or hauling operations.

2. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Locations of existing structures, sensitive areas requiring protection or special features
- Site preparation
- Traffic control procedures
- Safety
- Segregation of debris
- Locations where each element of the operations will take place, including but not limited to burning and grinding / chipping operations, ash disposal area, hazardous material containment area, equipment maintenance areas and inspection towers
- Locations of incineration operations and grinding operations (if required). Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas

E.2. Inspection Towers

1. The Contractor shall construct an inspection tower at each TDSRS entrance and exit that will be used by vehicles hauling debris. The towers will be placed adjacent to the entrance or exit road inside the fence surrounding the TDSRS such that an observer in the tower has an unobstructed view into the bed of any vehicle entering the TDSRS. If a single portal will serve as both entrance and exit for trucks and trailers, the County Engineer may approve a single tower positioned between the entrance and exit roads. In such case, the tower dimensions will be modified to assure suitable space for two monitoring crews.

Each tower shall be designed to accommodate a minimum crew of two persons for a period of 8 to 10 hours with sufficient space for an incoming relief crew to meet briefly with the outgoing crew. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2" x 8" joists spaced 16" on center with minimum of ¾" plywood flooring, supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the County Engineer but will, as a minimum, provide the same dimensions and safety considerations. Where a single tower is proposed for ingress and egress inspections, the design shall be modified to accommodate 4 persons and shall be approved by the County Engineer prior to beginning construction.

2. Each TDSRS, including the inspection towers, will be periodically inspected for compliance with FEMA and OSHA safety criteria.

E.3. Household Hazardous Waste Containment Area

1. The Contractor shall construct a household hazardous waste / hazardous material containment area at each TDSRS. This area shall be 30' x 30'. The perimeter shall be bermed or lined with hay bales staked in place. The area shall be lined with heavy gage plastic (30 mil thickness, minimum) to provide an impermeable barrier. A six-inch layer of sand will be added as an absorbent and to protect the plastic from punctures or tears. Additional plastic sufficient to cover the area is required to prevent rainwater from accumulating in the containment area. Site run-off must be directed away from the containment area.

E.4. TDSRS Foreman

1. The TDSRS Foreman provided by the Contractor is responsible for management of all operations at the site, including but not limited to traffic control, dumping operations, segregation of debris, burning, grinding and safety. The TDSRS foreman will coordinate directly with the County's site monitor.

2. The TDSRS Foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed and hauled away. Documentation shall be included in a daily operational report to be delivered to the Contractor's Operations Manager for further delivery to the County's Engineer at the daily meeting scheduled no later than 11:00 AM each day.

E.5. TDSRS Night Foreman

1. The TDSRS Night Foreman provided by the Contractor is responsible for managing all night operations approved by the County. It's expected that night operations, if allowed, will be limited primarily to burning. Coordination with the County's site monitor is required

2. The TDSRS Night Foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing the daily operational report to the C Contractor's Operations Manager, for further delivery to the County's Engineer at the daily meeting scheduled no later than 11:00 AM each day.

F. Miscellaneous Requirements

F.1. Private Property Access

1. The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal work. Under certain circumstances it may benefit all parties to the contract to obtain access to private property or permission to cross private property for the purpose of clearing and removing debris from public property or rights-of-way. In such situations, the County and Contractor shall ensure that a Right of Entry Agreement is executed in advance of initiating the action. If circumstances make removal of debris from private property necessary or beneficial to the County, a change to the scope of work will be negotiated.

F.2. Recycling Program

1. The County will consider the recycling programs that are in use at the available landfills, in the process of assigning the Contractor to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the County's Solid Waste mission and will be pursued to the extent practicable.

2. Recycling of debris removed by the Contractor is encouraged. The Contractor assumes ownership of the debris upon collection and removal from rights-of-way or public property. Recycling operations at the TDSRS shall be conducted in a manner that does not impede debris handling operations or in any way delay the overall clean-up operations.

   - The TDSRS may be used by the CONTRACTOR in the recycling efforts. However, the availability and environmental permitting will not be extended for TDSRS beyond that required for normal debris reduction and disposal activities

   - The sale of marketable timber, chips, mulch and other recyclable materials is authorized

   - The costs of recycling operations shall be borne by the Contractor and the revenue generated by those operations shall accrue to the Contractor

- The share of the profits to be retained by the CONTRACTOR will be determined by the above negotiations

- Where appropriate, reductions to the Part A quantities for TDSRS operations and for disposal site hauling will be negotiated with the County for all services not performed due to recycling of debris.

- The overall cost to the County will not be increased as a result of the Contractor's recycling program, and some decrease is anticipated and will be the subject of negotiations

F.4. Conversion Factors from Cubic Yards to Tons

Where it is necessary to estimate debris volumes or weights, these conversion factors will be used. Using these estimating factors does not relieve the Contractor from observing all posted weight limits at bridges, roadways or other transportation system components.

- Mixed Construction & Demolition Debris = 500 LBS/CY or CY x 0.25 = Tons
- Yard Vegetation = 300 LBS/CY or CY x 0.15 = Tons
- Mulch = 500 LBS/Cy or CY x 0.25 = Tons
- Regular Trash = 300 LBS/CY or CY x 0.15 = Tons
- Concrete = 2000 LBS/CY or CY x 1.0 = Tons
- Sand = 2600 LBS/CY or CY x 1.3 = Tons
- Land Clearing (Root balls with dirt) 1500 LBS/CY or CY x 0.75 = Tons

5. ADDITIONAL CONSIDERATIONS

A. Contract Termination

The County Engineer shall have the right to terminate a contract or a part thereof before the work is completed when any of the following conditions exist:

- Previous unknown circumstances arise making it desirable in the public interest to void the contract
- The Contractor is not adequately complying with the specifications
- Proper techniques are not being followed after warning notification by the County Engineer
- The Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity
- The Contractor, in the judgment of the County Engineer, is unnecessarily or willfully delaying the performance and completion of the work
- The Contractor refuses to proceed with work when and as directed by the County Engineer
- The Contractor abandons the work
- The Contractor employs Subcontractors who are on the Federal debarred listing.

6. PERFORMANCE SCHEDULE

A. Immediately following Contract Award, the apparent responsible Proposer(s) will meet with the County Engineer to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

B. At each vegetative debris reduction site, the Contractor is required to grind a minimum of 200-250 cubic yards per hour per grinder with 4 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of Notice to Proceed. Liquidated damages shall be assessed at $500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

C. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the County Engineer that the last load of debris has been delivered, unless the County Engineer initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law. Liquidated damages shall be assessed at $1,000.00 per calendar day for any time over the maximum allowable time established above.

D. Unless directed otherwise by the County Engineer, the Contractor shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris

from rights-of-way and public property will be limited to daylight hours, 7 days per week.

7. CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS

A. The Contractor shall be responsible for reporting and immediately cleaning up all petroleum, oil, lubricant (POL) spills caused by the Contractor's operations at no cost to the County.

B. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State and local laws and regulations.

C. Spills in any areas other than those fully surrounded by impermeable barriers that are large enough to contain the entire volume of the actual or potential spill shall be reported to the National Response Center, the Texas Center for Environmental Quality and the County Engineer immediately following discovery. A written follow-up report shall be submitted to the County Engineer not later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPA/State reportable and when and to whom it was reported
- Exact time and location of spill, including description of the area involved
- Areas impacted or affected, including receiving waterways, ditches, storm sewers or other conduits
- Cause of the incident and the equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communications the Contractor has had with any person or organization relative to the spill or leak, including agency officials and media representatives
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue
- Corrective actions taken to prevent reoccurrence or a similar event

II. EVALUATION AND PRICE PROPOSALS

1. EVALUATION AND QUALIFICATION REQUIREMENTS

WEIGHTED QUANTITATIVE SCORING:

Each Vendor will be assigned a score of 1- 4 by each evaluator for each criteria

4 = Very good / Exceeds expectations
3 = Above expectations
2 = Meets expectations
1 = Does not meet expectations
0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.
Evaluators score by category will be multiplied by the assigned weight for each criteria by vendor then totaled.
Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Ex: Vendor W - price $100,000 = 4 points X assigned weight (ie: 25%) = 100 points
Vendor X – price $150,000 = 2.66 points X assigned weight (ie: 25%) = 66.6 points
Vendor Y – price $200,000 = 2 points X assigned weight (ie: 25%) = 50 points
$100,000 ÷ $200,000 = .50 X 4 = 2 x 25 = 50
$100,000 ÷ $150,000 = .66 X 4 = 2.666 x 25 = 66

A. Contractors will be evaluated for this project based on a two-step process.

(1) Step I. Contractors must demonstrate that they satisfy Mandatory Qualification and Contracting Criteria and Project Requirements in Exhibit B. All proposals will be screened for compliance with mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.

(2) Step II. Contractors will be evaluated on the basis of the information they submitted. Step II will result in point awards in the following categories. The point values shown are the maximums associated with each category.

Contractor Experience	30 points
Project Approach	25 points
Capability, Capacity and Availability	25 points
Price	20 points
TOTAL	**100 POINTS**

Once RFPs are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at

that time. Negotiations will begin with the Proposer selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

(3) The total points assigned for each proposal will be the basis for identifying and selecting the compatible finalists.

(4) Contractor acceptance of evaluation technique: Submission of a proposal implies Contractor's acceptance of the evaluation technique and that subjective judgments must be made by Cameron County during the assigning of points.

B. The County reserves the right to deny consideration to any Contractor that does not satisfy the Mandatory Qualification Criteria or is not capable of satisfying the Project Requirements. However, the County may waive defects, irregularities or informalities in the qualification process or in any response to the process that, in the County's opinion, seems advantageous to the County and in the best interest of the public.

C. Cameron County intends to enter into a pre-positioned contract with at least one prime Contractor who may utilize both local and non-local resources to provide services in the event of activation by the County following a hurricane or other natural or man-made disaster. The period of the contract will be five (5) years with an annual recertification and price adjustment based on Engineering News Record (ENR) Construction Cost Index (CCI).

2. PROPOSAL PROCESS GENERAL PROVISIONS

A. Contractors are required to attend a Pre-Proposal Conference on the date and time and at the location specified in the Request for Proposal Instructions (Exhibit A). The purpose of this conference is to afford all potential Proposers the opportunity to ask questions of County Staff to fully understand the County's preparedness program and the obligations of the successful Contractor.

B. Proposals, no matter how delivered, must be actually received:

At: Cameron County Purchasing Department
Cameron County Courthouse
3rd Floor, Room 345
1100 East Monroe Street
Brownsville, TX 78520

No later than: 11:00 AM (CDT), May 2, 2017

ALL PROPOSALS MUST BE RECEIVED IN THE CAMERON COUNTY PURCHASING OFFICE BEFORE THE DATE AND TIME SPECIFIED ABOVE. No proposals will be accepted after this date and time. Detailed submittal instructions are contained in Exhibit A.

C. Proposals must be in the Response Format shown in Exhibit B.

D. The County may conduct post-proposal discussions with any Contractor determined to be potentially eligible for contract award. Post-proposal discussions may include requests for additional information and interviews.

E. The Project Award Schedule (Exhibit C) stipulates the time frame for the proposal submittal process and subsequent bidding procedure.

F. The County reserves the right to reject all proposals and cancel the proposal/bidding process at any time, re-issue the RFP package or extend the proposal submission deadline.

G. Questions concerning this RFP package must be in writing only and addressed to:

Michael Forbes, Cameron County Purchasing Office
Cameron County Purchasing Department
Cameron County Courthouse
3rd Floor, Room 345
1100 East Monroe Street
Brownsville, TX 78520
E-mail: mforbes@co.cameron.tx.us

All questions must be received no later than 14-working days prior to the submission deadline specified for submittal of Proposals. Any information given to one Contractor will be furnished to all prospective Contractors as an addendum to the pre-qualification package if

the County determines that such information is necessary for Contractors to submit proposals or that the lack of such information would be unfairly prejudicial to uninformed Contractors.

H. In accordance with Section 252.049 of the Texas Local Government Code, Proposals will be opened in a manner that avoids disclosure of the contents to competing Submitters and keeps the proposals secret during the pre-qualification process. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection. It is specifically provided, however, that each Contractor must identify any information contained in his proposal that he asserts is either a trade secret or confidential information. This material must be identified conspicuously by marking each page containing this information. In the event such material is not conspicuously identified, then by submitting his proposal, a Contractor agrees that such material will be considered public information.

III. ALTERNATIVE PROPOSAL OPPORTUNITY

Cameron County is also issuing a Request for Proposals for:
COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS

A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects, provided that:

1. Proposer MUST obtain the Requests for Proposals for both projects;
2. Proposer MUST submit complete responses to both RFPs individually, satisfying all requirements for each individual RFP and submitting all required documentation, including fully executed Price Proposals in the specified formats for each RFP independently;
3. Proposer MUST submit additional documentation to address his/her capabilities to perform both projects simultaneously and to demonstrate how that will benefit Cameron County; and,
4. Proposer must submit a Price Proposal Summary Sheet that reflects the total proposed price for performing both projects simultaneously.

NOTE: Proposer's submitting responses to the RFPs for both projects WILL NOT receive preferential consideration and proposers responding to only one of the project RFPs will not be penalized. Consideration of combined proposals will not be initiated until evaluation of all individual proposals is completed and the best qualified proposers in terms of qualifications, experience and price have been identified.

Cameron County MAY, at the County's sole discretion, select a single Proposer for both projects, provided that:

1. The County determines that it is in the County's best interests to do so;
2. When evaluated against all other fully qualified proposers for each project individually, the Proposer is deemed best qualified to perform the services required for each project individually;
3. When evaluated against all other Price Proposals submitted by fully qualified proposers for each project individually, the Proposer's Price Proposals are found to be reasonable and competitive; and,
4. The County concludes that the Proposer is best qualified to provide all of the required services for both projects and can do so in a manner and at a combined price that provides substantial advantages for the County.

EXHIBITS

EXHIBIT A: REQUEST FOR PROPOSAL INSTRUCTIONS
By order of Cameron County, Texas, sealed proposals will be received for:

DEBRIS MANAGEMENT - REMOVAL AND DISPOSAL
POST-HURRICANE/DISASTER RECOVERY OPERATIONS

IT IS UNDERSTOOD that Cameron County, Texas reserves the right to reject any or all proposals as it deems to be in the best interest of Cameron County. Receipt of any proposal shall under no circumstances obligate Cameron County to accept the lower dollar proposal.

PROPOSALS SHALL include the RFP and all addenda. Each proposal shall be placed in sealed envelope, with a transmittal letter and price proposal form each manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

SUBMISSION OF PROPOSALS: An original and SEVEN (7) copies of all proposal documents shall be sealed and submitted as offer's response to:

CAMERON COUNTY PURCHASING OFFICE
CAMERON COUNTY COURTHOUSE,
ADMINISTRATION BUILDING, ROOM 345
1100 EAST MONROE STREET
BROWNSVILLE, TEXAS 78520

No later than: 11:00 a.m. (CST) **May 2, 2017.**

MARK ENVELOPE: "RFP NO. 1452A1: Post-Hurricane/Disaster Recovery Operations – Debris Removal and Disposal".

ALL PROPOSALS MUST BE RECEIVED IN THE COUNTY'S PURCHASING OFFICE BEFORE OPENING DATE AND TIME.

LATE PROPOSALS: Proposals received in the County Purchasing Office after submission deadline will be considered void and unacceptable. Cameron County is not responsible for lateness or non-delivery of mail carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt.

ALTERNATING PROPOSALS: Any interlineations, alteration, or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without the permission of the County for a period of ninety (90) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

PROPOSALS WILL BE received and publicly acknowledged at the location, date, and time stated above. Proposer, their representative and interested persons, may be present. The proposals will be received and acknowledged only so as to avoid disclosure of the contents to competing Proposer and will be kept secret during negotiations.

However, all proposals shall be opened for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified by Proposer as such.

ORAL CHANGES: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Cameron County Purchasing Agent.

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

ETHICS: The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of Cameron County.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this request for proposal that contain exceptions to or substitutions for the provisions of the RFP may be considered for negotiations at the discretion of Cameron County.

ADDENDA: Any interpretations, corrections, or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in the Cameron County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this RFP. Proposer shall acknowledge receipt of all addenda.

PROPOSALS MUST COMPLY with all federal, state, county, and local laws.

CAMERON COUNTY MAY REQUEST REPRESENTATION and other information sufficient to determine officer's ability to meet these minimum standards listed above.

REFERENCES: Cameron County requests Proposer to supply, with the RFP, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

SUCCESSFUL OFFERER SHALL defend, indemnify, and save harm to Cameron County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of negligent act or fault of the successful Proposer, or of an agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Proposer shall pay any judgment with costs which may be obtained against Cameron County growing out of such injury or damages.

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

VENUE: Any agreement arising out of this proposal will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cameron County, Texas.

ASSIGNMENT: The successful Proposer shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Cameron County.

ANY QUESTIONS concerning this Request for Proposals should be directed to:

Michael Forbes
Cameron County Purchasing Office
Cameron County Courthouse
Room 345
1100 East Monroe Street, Brownsville, TX 78520
(956) 544-0871 E-mail: mforbes@co.cameron.tx.us

POTENTIAL CONTRACTORS MAY ATTEND A MANDATORY PRE-PROPOSAL CONFERENCE to be held in the Commissioners' Court, Cameron County Courthouse Administration Building, 1st Floor, Exhibit Room, 1100 East Monroe Street, Brownsville, TX 78520, **at 10:00 A.M. on Thursday, March 30, 2017**. The purpose of this conference is to afford all Contractors the opportunity to ask questions of County Staff to fully understand the County's preparedness program and the obligations of the successful Contractor.

EXHIBIT B: QUALIFICATION RESPONSE FORMAT

By order of Cameron County, Texas, sealed proposals will be received for:

DEBRIS MANAGEMENT -- REMOVAL AND DISPOSAL
POST-HURRICANE/DISASTER RECOVERY OPERATIONS

Contractors interested in providing post-hurricane/disaster debris management services must submit an original and six copies of their response to this RFP in the following format, utilizing numbered tabs for each of the following sections:

I. LETTER OF TRANSMITTAL AND AFFIDAVIT

Each proposal must be accompanied by a Letter of Transmittal and a fully executed and notarized affidavit from an Authorized Contractor Representative.

The letter must:

A. Include the following information:

(1) Name of firm or individual

(2) Permanent main officer address, telephone number and fax number

(3) When organized

(4) If it is a disadvantaged business enterprise, the nature of that classification

(5) If a corporation, where incorporated

(6) How many years the firm has been engaged in business under the present name

(7) General types of work performed by the firm

(8) Contracts currently on hand

(9) The following questions and the firm's answers:

(a) Have you ever failed to complete any work awarded to you? If so, explain.

(b) Have you ever defaulted on a contract? If so, explain.

(c) Will you, upon request provide a detailed financial statement or any other information required by Cameron County?

(d) Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?

(e) Will you, upon request, furnish documentation to support the information in your response to the RFP?

B. Be signed by an individual, identified by name and title, who is authorized to bind the Contractor to this type of contract;

C. Identify the names, titles, telephone, and fax numbers of individuals who are available to be contacted by the County Engineer concerning the proposal and for additional information.

D. Acknowledge, by number, the receipt of all addenda to the pre-qualification package.

E. The affidavit should be completed per Attachment B.

II. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.

Provide evidence and statements of compliance/intent in the form of written documentation that Contractor is capable of entering into a contract with the County by satisfying the Mandatory Qualification and Contracting Requirements that follow:

Section 1. Qualification Requirements:

A. Contractor must have specific experience providing services following a natural disaster or for other large-scale construction projects. Provide a statement of compliance.

B. Contractor must not have been prohibited from doing business with any governmental entity for any reason within the last 10 years. Provide a statement of compliance.

C. Contractor must provide a Letter of Reference from the surety company that will issue the subsequent Performance and Payment Bond for the project, that states the number of years of satisfactory surety credit established by the Contractor, the range of individual job sizes previously bonded, and willingness to issue bonds on behalf of the Contractor for a contract amount no less than $10,000,000. Include the letter as an attachment to Pre-Qualification Response Format.

D. Contractor must not be operating under Chapter 11 or any other financial restraints that would preclude his ability to enter into equipment leasing or rental arrangements. Provide a statement of compliance.

Section 2. Contracting Requirements:

A. Successful Contractor must, upon activation of the contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract. Provide a statement that Contractor is capable of securing the required bond.

B. Successful Contractor must mobilize personnel and equipment to provide the required response services within the time frames specified throughout this RFQ. Provide a statement that addresses the requirements and Contractor's intent to satisfy those requirements.

C. Contractor must participate in the County's annual hurricane exercise. A two-person management team will be required, for not more than two days, to simulate activation of the contract and coordination of the recovery operations. Provide a statement acknowledging that requirement.

D. Successful Contractor must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.

E. Successful Contractor must not assign, sublet or transfer its interest or obligations of this project. Provide a statement of intent.

Section 3. Insurance Requirements:

A. Contractor must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. Provide certification of insurance capacity.

B. Successful Contractor must not begin any work under the contract until he has obtained all required insurance and provided the County Contract Administrator with the related certificates and endorsements. Nor shall the Contractor allow any Subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained. The Contractor may provide insurance coverage for all Subcontractors, at Contractor's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Contractor must provide the insurance listed in Exhibit D (page D-15) and document required coverage with certificates of insurance: Provide statement of compliance.

Section 4. Use of Subcontractors.

A. Successful Contractor may use Subcontractors for this project. Contractor must list Subcontractors proposed for this project and their respective duties.

B. No Subcontractor may provide services unless the County consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the Contractor, unless Contractor provides such coverage for his 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 Contractor and made available for County Contract Administrator review upon request. Provide statement of compliance.

Section 5. Addenda:

Contractor must acknowledge, by number, the receipt of all addenda to both the RFP and Price Proposal documents. Include a statement to that effect in the RFP response.

III. PROJECT REQUIREMENTS.

Provide written responses regarding Contractor's ability to satisfy the Project Requirements that follow:

Section 1. Experience:

A. Describe Contractor's overall experience performing large-scale disaster recovery operations. The Contractor must identify disaster recovery projects that he successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes.

B. Describe Contractor's experience during the last 5 years performing large scale construction, land/debris clearing or other work similar to that required by this project. The Contractor must identify similar projects that he successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes.

C. Describe Contractor's most recent experience in mobilizing large workforces under routine and emergency conditions.

D. If the Contractor intends to use Subcontractors to assist in the work, the Contractor may also identify similar work successfully completed by the Subcontractors.

E. Identify by name and title, and describe the capacities by position and or responsibilities, of the key personnel who will be assigned to this project. Include resumes for the Contractor's management team and all key personnel who will be assigned to the project.

Section 2. Project Approach:

A. In general, this project requires removal and disposal of debris other than hazardous materials and household garbage from the public rights-of-way and public property, operation of temporary debris storage and reduction sites and the ultimate disposal of the debris. Contractor must provide a general description of how he will approach this work; such description is to include a statement of the requirements as Contractor perceives them, an estimate of the personnel and equipment necessary, his resource mobilization strategy and his field operations strategy. Exceptions to the project work as described by the County must be fully explained.

Section 3. Capability, Capacity and Availability:

A. Describe how Contractor intends to maintain its capability, capacity and availability of forces to respond if activated by the County following a hurricane/natural disaster.

B. Describe how Contractor intends to complete the project in the timeframe specified by the County, i.e. 90 days. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger hurricane/disaster event generating approximately 1,000,000 C Y and 6,700,000 CY of debris, respectively.

EXHIBIT C: PROJECT AWARD SCHEDULE

RFP 1452A1

DEBRIS MANAGEMENT – REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER RECOVERY OPERATIONS

Activity	Date (2017)
Advertisement	3/12 (Sunday)
Issue Request for Proposals	3/13 (Monday)
Pre-Proposal Questions due	3/24 (Friday)
Conduct Mandatory Pre-Proposal Conference	3/30 (Thursday) @ 10:00am (C)
Follow-up Questions due	4/5 (Wednesday)
Follow-up answers out	4/7 (Friday)
Addendum Request Deadline	4/10 (Monday)
Receive Proposals	5/2 (Tuesday)
Complete Evaluation Process	5/16 (Tuesday)
Negotiations with Potential Contractor	5/25 (Thursday)
County Commissioners' Court Approval	6/6 (Tuesday)
Contract Award	6/20 (Tuesday)

SUBECT TO CHANGE

EXHIBIT D: CONTRAT PROVISIONS AND SPECIFICATIONS

DEBRIS MANAGEMENT-CLEARING, REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER RECOVERY OPERATIONS

I. PRICE PROPOSALS

II. STANDARD SPECIFICATIONS

A. Debris Removal
B. Temporary Debris Storage and Reduction Site (TDSRS) Operations and Debris Disposal

III CAMERON COUNTY STANDARD FORM OF CONTRACT

IV TERMS AND CONDITIONS

DEBRIS MANAGEMENT -- REMOVAL AND DISPOSAL
POST-HURRICANE/DISASTER RECOVERY OPERATIONS

I. PRICE PROPOSALS

A. In order to be considered responsive, Price proposals must be in the format shown in Exhibit E.

B. Price Proposals must be accompanied by:

(1) References – See Attachment A to Exhibit E.

(2) RFP Affidavit – See Attachment B to Exhibit E

(3) Residence Certification – See Attachment C to Exhibit E.

Price Proposals that are not in the required format or which do not address all elements of the project as described in Exhibit E may be considered non-responsive.

II. STANDARD SPECIFICATIONS

A. STANDARD SPECIFICATION - DEBRIS REMOVAL

PART 1 – GENERAL

1.01 DESCRIPTION

a. Scope of Work: Work under this section consists of post-hurricane/disaster debris clearing and removal and from public property and the public rights of way within the County limits and proper disposal of the debris. The work consists of loading and hauling debris from the public rights-of-way to assigned Temporary Debris Storage and Reduction (TDSR) Sites and/or approved landfills.

b. Preparedness: Key personnel, proposed by the Contractor under the pre-qualification process, must participate in the County's annual hurricane preparedness training activities, a maximum of two (2) days each year.

c. Prepositioning: Upon activation of the contract, contractor must provide a two-person management team on-site to participate in advance recovery preparations. Expected time frame for activation is 48 to 72 hours prior to predicted landfall of a hurricane. Contractor's management team must be on site in Cameron County within 24 hours of receipt of the notice of activation. The purpose is to initiate actions necessary to ensure that contractor resources will be able to begin recovery operations within 24 hours of receiving the Notice to Proceed from the County.

d. Inspection of Debris: As soon as possible after the hurricane/disaster event has subsided, the Contractor must make a detailed and thorough on-site inspection of debris to be removed, and consider (1) amounts and types of debris; (2) working conditions such as traffic, street/road width, and land use; (3) means of ingress and egress for work areas; and, (4) all other factors affecting the removal and disposal work.

e. Coordination: Debris removal is limited to that which is determined by the County to be in the best public interest and that which is considered essential to the economic recovery of the affected area. The Contract Management Team (CMT) established by the County for hurricane/disaster event will determine priorities for debris removal. The Contractor must coordinate closely with and take direction from the CMT. The Contractor must coordinate with other contractors and other public and private entities also performing recovery operations.

f. County Limits: Work is limited to areas within the Cameron County. Exhibit G of the RFP, "County Map," defines the county and municipal limits.

g. Quality Assurance: Work will be closely monitored by county personnel, and/or its designated representatives. The Contractor must cooperate with all monitors representing the County.

PART 2 - EXECUTION

2.01 DEBRIS REMOVAL

a. General: The goal of the debris removal work is to clear, load and haul debris from public property and the public rights-of-ways to assigned TDSRS and/or approved landfills. In general, but not exclusively, this consists of curbside debris removal on County property only. The types of debris to be removed include but are not limited to trees, woody debris, brush, building wreckage, construction and demolition debris (C&D) and personal property and household goods on public property or in public right-of-ways. Hazardous materials, household trash and comestible garbage are not covered by this scope of work. Debris is to be removed without regard to whether or not is was deposited in those areas as a result of the disaster or placed there by local citizens after the disaster.

b. Preparation/Submittal: Prior to commencing any removal work, the beds of all hauling vehicles must be measured to determine their fully loaded capacities. The vehicles must be marked externally with the owner/operator's name, the contract number, vehicle ID number and the fully loaded capacity. Those markings must be clearly visible on both sides of the vehicle. Those markings must be placed on both sides and the front wall of the bed. All markings must be certified by the Contractor. A list of all vehicles, with the owner/operator's

name, vehicle ID number and hauling capacity must be submitted to the County Engineer before the vehicles all placed in service. The County will provide five-part trip/haul tickets for each vehicle at each loading site. The tickets must be signed by the vehicle driver and presented to the County's monitor at the designated disposal site.

c. Hazardous Materials: Hazardous and toxic wastes will be loaded, hauled, and disposed of by others and are excluded from this work. The County will execute a separate hazardous materials removal and disposal contract; however, collection schedules may not necessarily coincide with the debris removal work. Hazardous materials include chemicals, petroleum products, paint products, asbestos, power transformers, oxygen bottles, propane tanks, batteries, industrial and agricultural chemicals, cleaning agents and similar hazardous, dangerous or toxic materials. Some preliminary curbside separation will be attempted, but contractor must be aware that hazardous materials might be co-mingled with debris.

Contractor shall take every precaution to avoid loading and hauling hazardous materials. Notwithstanding, contractor forces must be aware of the appropriate safety precautions. Further, Contractor will be responsible for safe and proper handling of any hazardous materials inadvertently loaded by contractor forces. Contractor forces must notify the Contract Management Team (CMT) of locations where hazardous materials are encountered.

d. Other Non-Collection Items: The following items must not be removed or hauled to the designated disposal sites:

- Household comestible garbage
- Electric company transformers, poles and other equipment and materials
- Telephone company transformers, poles and other equipment and materials
- Traffic signs, signals, and appurtenances
- Debris on private property
- Motor vehicles and trailers
- Boats, including personal watercraft, other than small non-mechanically-propelled boats without registration numbers

Curbside collection of household comestible garbage will be handled by the usual public and private haulers. Household garbage must not be mixed with storm debris.

All utility equipment, traffic signs and signals that are encountered must be moved to a visible, accessible location at or near curbside for disposition by utility companies or the County.

Debris on private property may be removed only if it poses an immediate threat to public health and safety, interferes with prescribed removal operations, or is necessary to allow Contractor to perform assigned tasks. In such case, authorization to enter onto private property must be obtained from the County Engineer through the CMT.

Vehicles and boats, including trailers, may be moved when necessary to let debris removal operations go forward. Vehicles and boats shall be moved only as far as necessary to allow work to continue and must not be taken to the TDSRS. Exceptions may be made by the County Engineer if areas for staging of damaged vehicles and boats are identified and properly prepared. In such case, a specific Task Order will be issued and associated prices negotiated for the work. Care shall be taken to minimize damage to vehicles and boats and to prevent spills of gasoline and other fluids. When removal of vehicles and boats is necessary, the Contractor will advise the County Engineer via the CMT.

e. Debris Removal: The County map, Exhibit G to the RFP, identifies the areas where debris removal is required. During debris removal operations, extreme caution must be exercised by the Contractor to ensure that no damage is done to public or private properties. Tracked vehicles may not be operated on paved surfaces.

f. Loading: All loose debris, such as tree limbs, must be reasonably compacted on the hauling vehicles during loading. All debris extending beyond the vehicle in any horizontal direction must be cut off or otherwise removed. Hand loading is not authorized.

g. Hauling: All vehicles utilized in hauling debris must be equipped with adequate means for containing the load, including top coverings while transporting the debris to the TDSRS. Coverings must effectively prevent debris from being blown or bounced off the vehicles.

Sideboards or other extensions to the bed will be permitted provided they meet state and local requirements, cover front and two sides, and are substantially constructed and securely mounted and affixed. Sideboards must be constructed of 2" x 6" lumber or greater and may extend no more than 2 feet beyond the metal bed sides. Vehicles must be equipped with a tailgate or other devices that will effectively contain the debris on the vehicle while hauling, and also permit the vehicle to be loaded to capacity. Removal of sideboards will require re-measurement and recertification of the vehicle.

h. Dumping: All debris must be hauled to assigned TDSRS and/or approved landfills. The Contractor must make every effort possible to separate trees, woody debris, and brush from other types of debris at curbside. All trees, woody debris, and brush will be accepted at TDSRS and may be accepted at other sites specifically approved by the County. Construction and demolition debris must be similarly segregated and transported.

i. Equipment Storage: The Contractor is responsible for locating areas where his equipment may be stored, serviced and repaired. Such areas must not be located within right-of-ways or in any areas that would impact traffic flow or produce a safety hazard. This does not preclude parking equipment for short periods of time, including overnight, in right-of-way areas where work is in progress. On-site refueling and operating checks including daily maintenance will be allowed. Properly prepared areas within the TDSRS may be used for this purpose.

2.02 SCHEDULE

a. Removal Operations must begin within 24 hours of receiving the Notice-to-Proceed and be functioning at 100% of capacity within 5 days. These operations are to be fully integrated with the Temporary Debris Storage and Reduction Site operations. Removal may begin earlier if adequate disposal sites are available and properly prepared. The County reserves the right to increase or decrease the scope of the removal activity as deemed necessary to ensure effective management of the overall debris removal/disposal operations.

b. Working Hours: Unless otherwise permitted by the County, working hours for removal operations shall be limited to daylight hours, 7 days per week.

2.03 EXTRA WORK

At the County's option, the scope of work may be expanded to include public parks, other recreational areas, drainage structures and channels and reservoirs.

PART 3 - MEASUREMENT AND PAYMENT

3.01 UNIT PRICE PER CUBIC YARD BASIS

a. Debris removal will be paid for on the basis of a unit price per cubic yard for all debris loaded, hauled, and dumped at assigned TDSRS or approved landfills. The unit price per cubic yard must include all subsidiary costs, including but not limited to labor, equipment, fuel, maintenance and general administration. Compensation will be based solely on the volume of debris hauled as documented by completed haul tickets administered and validated by County monitors.

B. Where the County Engineer determines that it is not practicable to accurately estimate debris volumes or where other needs arise that make it necessary to estimate the weight of debris, the following conversion factors shall be used to convert from cubic yards to tons:

- Mixed Construction & Demolition Debris = 500 LBS/CY or CY x 0.25 = Tons
- Yard Vegetation = 300 LBS/CY or CY x 0.15 = Tons
- Mulch = 500 LBS/Cy or CY x 0.25 = Tons
- Regular Trash = 300 LBS/CY or CY x 0.15 = Tons
- Concrete = 2000 LBS/CY or CY x 1.0 = Tons
- Sand = 2600 LBS/CY or CY x 1.3 = Tons
- Land Clearing (Root balls with dirt) 1500 LBS/CY or CY x 0.75 = Tons

B. STANDARD SPECIFICATION - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES (TDSRS) OPERATIONS AND DEBRIS DISPOSAL

PART 1 GENERAL

1.01 DESCRIPTION

a. Scope of Work: Work under this section consists of preparation, operation, and closure of Temporary Debris Storage and Reduction Sites (TDSRS) approved by the County Engineer for the project. At these sites the Contractor must accept, temporarily store, segregate, reduce, recycle as appropriate and ultimately dispose of debris generated by the hurricane/disaster event and brought to the site by trucks under Contractor's control or by other carriers specifically designated by the County.

At each TDSRS the Contractor must be fully prepared to:

- Accept materials collected during debris removal operations. Segregate materials into waste streams that can be recycled, picked up by other contractors (as in the case of household hazardous waste or other hazardous materials), treated in a common manner (i.e. mechanical reduction) or taken to a common disposal point such as an approved landfill.

- Reduce materials through mechanical reduction (chipping, grinding), incineration (if specifically authorized by the County), recycling on site or post-collection resale for recycling or other purposes.

- On-site incineration (air curtain burning only) of some materials may be directed or authorized by the County. The Contractor should anticipate the possibility and identify equipment sources; however, no burning may take place without specific County authorization.

- Dispose of segregated or reduced debris through resale of materials or deposition of processing wastes in a properly permitted landfill or other disposal site.

b. County Limits: The source of debris is limited to areas within the Cameron County. Exhibit G to the RFP, "County Map", defines the County and municipality limits. In is possible that some municipalities will perform their own debris operations. In such cases, the Contractor will be advised of the areas that do not fall under the scope of work for the contract.

c. Preparedness: A representative of the Contractor or Subcontractor who will operate the TDSRS must participate in the County's annual hurricane exercise as described in Exhibit B.

d. Prepositioning: In order to expedite the implementation of TDSRS operations, the Contractor must provide personnel on-site prior to a projected hurricane/disaster event to carry out any activities necessary to assure that the TDSRS will be ready when needed. Actual preparation of the TDSRS must begin within 24 hours of receipt of the Notice-to Proceed and the sites must be fully operational not more than 5 days thereafter.

e. Existing Conditions: The Contractor must, upon entering each site designated as a TDSRS, photo-document the site conditions using both a video camera and still photographs. The Contractor should keep one copy of the videotape and photographs for their records. The Contractor must provide one copy of the still photographs to the County Engineer.

f. Environmental Compliance: The Contractor is expected to select TDSRS that are generally free of significant environmental constraints. Where necessary, the County Engineer will coordinate the TDSRS selection with the Texas Commission Environmental Quality (TCEQ) on issues concerning air, water and solid and hazardous waste. The Contractor must secure any necessary permits for the operation of the TDSRS. The County will assist in that process and will handle all contact with TCEQ or other State and Federal agencies. The Contractor will refer any contact by these agencies to the County Engineer.

The Contractor must be fully aware of, and abide by, the conditions of any permits under which he must operate. The Contractor is responsible for knowing the applicability and requirements of all applicable environmental laws and regulations that could pertain to the operation of TDSRS.

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to his activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or Local environmental laws and regulations by Contractor, his subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

g. Meetings: The Contractor must attend any and all meetings required by the County to evaluate the operations of the TDSRS.

h. Quality Assurance: The work will be closely monitored by County monitors and/or designated representatives of the County. The Contractor shall cooperate with all monitors.

1.02 COUNTY RESPONSIBILITIES

a. Designation of Sites: The County will at its sole discretion authorize use of sites selected by the Contractor.

b. Access: The County will assist in obtaining access and authorization for the Contractor to operate on any or all of designated TDSRS including all information in its possession necessary for the successful operation of TDSRS.

c. Permits and Approvals: The County will assist the Contractor in securing the necessary permits from the TCEQ and appropriate Federal agencies for the operation of all TDSRS. The County will also waive or provide all local permits and approvals for the operation of the TDSRS.

d. Services Not Provided: The County will not provide the Contractor with potable water, sewage treatment, fuel, electricity or other personnel, materials, equipment or other services or materials deemed necessary to operate the TDSRS.

PART 2 EXECUTION

2.01 TDSRS PREPARATION

a. Site Setup: Unless specifically directed otherwise by the County, site set-up must commence as soon as possible after the hurricane/disaster event has subsided, but no later than 24 hours from the time that the Notice-to-Proceed is issued by the County Engineer. All TDSRS must be fully operational with 5 days of the Notice-to-Proceed. The Contractor must prepare each site for operation by installing the following features:

- Perimeter chain link fencing
- Construction entrances and exits. including gates
- Aggregate access roads
- Drainage and storm water retention features (where applicable)
- Erosion and sediment control fencing
- Inspection towers
- Operations trailer
- All other site improvements necessary for the safe, efficient, economical and environmentally acceptable operation of the sites.

The Contractor must construct berms or provide suitable secondary containment around all non-truck mounted fuel storage tanks, hazardous waste areas, stockpiled ash sites and other similar areas to prevent runoff of these materials into adjacent ditches and surface waters.

b. Baseline Sampling and Testing: The Contractor must collect and test soil and groundwater samples at each TDSRS in areas designated for storm water retention, ash storage, vehicle maintenance, fuel dispensing operations and any areas where hazardous substances and petroleum products are or might be generated, stored or used. Sample locations must be coordinated with the County prior to acquisition. Samples must be tested for Total Petroleum Hydrocarbons (TPH) and Resource Conservation and Recovery Act (RCRA) metals. The Contractor must secure independent laboratory analytical tests for the referenced substances tested and provide the results to the County prior to the commencement of operations at the TDSRS.

c. Protection: Within the limits of or adjacent to the TDSRS there may existing underground electric, telephone and television cables and conduits, gas, water and sewer utility lines which cannot be located from existing data. It is responsibility of the Contractor to determine their exact location and to carry out his work carefully and skillfully so as to avoid damage to them. The Contractor shall ensure the locations of such utility installations are adequately marked.

d. Temporary Utilities: All temporary utilities, including sewage disposal and potable water, must be provided by the Contractor.

e. Signage: The contractor must provide signs at each of the TDSRS in accordance with Cameron County specifications and contain the following information:

- Contractor's superintendent's name, address and local 24-hour telephone number
- Name of the TDSRS facility
- Name, address and telephone number of the County representative to contact in case of an emergency

f. Plans: The Contractor must develop and provide to the County the following materials prior to start-up:

- Site layout plan
- Proposed operating procedures
- Site/operations safety plan

g. Startup: When all TDSRS preparations are completed, the Contractor must notify the County Engineer who will inspect the site and approve the site for commencement of TDSRS operations.

2.02 TDSRS OPERATIONS

a. General Operations: The contractor will operate each TDSRS in an effective and efficient manner for such time as the County Engineer deems necessary. TDSRS may operate on a 24-hour, 7-day basis unless otherwise directed by the County to prevent undue impact on nearby residents.

The contractor must operate such equipment as is necessary to efficiently reduce by mechanical means or incineration all materials deposited at the TDSRS. The Contractor must segregate all debris in accordance with the method of processing and potential for recycling and its ultimate disposal. The Contractor must separate and contain all hazardous wastes for pick up and disposal by the County's hazardous waste contractor. Comestible garbage shall be separated and contained for pick-up by the County's designated hauler.

The Contractor must staff the TDSRS with sufficient personnel to ensure the waste stream segregation and processing operation does not reduce the capacity to remove debris from County streets in a timely manner. The operation of each TDSRS must conform to these specifications and any permits issued for the TDSRS. The Contractor is responsible for all site and worker safety issues.

b. Control of Material: The Contractor must make every effort to control the nature of the material allowed into the TDSRS, with the objective being to have only C&D materials, clean woody debris, household debris (other than HAZMAT and garbage) and similar materials brought to and deposited in the TDSRS. To the extent practicable, the Contractor must prevent hazardous materials and comestible garbage from being brought onto the TDSRS. The Contractor must segregate hazardous materials and comestible garbage, when discovered, for pick-up and disposal by the County's designated haulers. All materials brought to the TDSRS by vehicles under Contractor's control but not accepted at the TDSRS must be disposed of by the Contractor at an approved landfill or by other legal means of disposal.

c. Environmental Controls: The Contractor is responsible for monitoring the temperature of stockpiled mulch at least twice daily to detect hot spots resulting from natural microbial decomposition. Upon finding a hot spot the Contractor must mechanically mix the affected mulch to cool it down and avoid creating a fire hazard. The Contractor must secure the services of an independent laboratory to sample and test any ash generated from burning prior to its lawful disposal. Copies of all documents pertaining to the disposition of the ash (e.g., analytical results, shipping manifests, certificates of destruction) must be submitted to the County.

The Contractor must, to the extent practicable, separate hazardous waste and materials containing or suspected of containing asbestos from all woody and structural debris that is to be further processed, reduced, recycled or burned. Segregation of asbestos from curbside debris planned for direct disposal at a landfill will not be required.

d. Control of Rodents, Vermin, Insects, Birds and Wildlife: The Contractor must operate the TDSRS in such manner as to minimize the possibility of infestation by rodents, other vermin and insects and to minimize the potential for attracting birds and wildlife. The Contractor will be responsible for proper and safe application of rodenticide and insecticide as a precautionary tactic to minimize the potential for infestation. Additional applications of such materials shall be made as necessary to eradicate infestations. All sites and work areas will be subject to inspection and monitoring by County health and safety personnel.

e. Debris Ownership and Disposal: The Contractor will be considered the owner of all debris brought to a TDSRS. The Contractor must remove or arrange for the removal and final disposal of all debris brought to the TDSRS. Options include but are not limited to sending the material to an authorized and properly permitted disposal area, recycling facility or resale entity. The Contractor must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the TDSRS to disposal or recycling facilities The Contractor must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the County Engineer for review.

The Contractor must assume possession of all processed debris and may dispose of such debris in a manner that creates income for the Contractor. Reduction and disposal of the debris is the sole responsibility of the Contractor.

2.03 TDSRS CLOSURE

a. Restoration: The Contractor must restore all TDSRS to their original condition to the extent feasible or to the satisfaction of the County Engineer. Unless otherwise directed by the County Engineer, all improvements (e.g., fencing, haul roads, trailers) must be removed. The Contractor must reestablish grades (i.e., roads, and ditches) throughout each TDSRS. The Contractor must request and participate in site inspections by the County for final approval of all site closure and restoration activities.

b. Sampling and Testing: The Contractor must complete post-use soil and groundwater closure sampling and testing in the areas described in the baseline sampling information. The same tests must be completed as were performed prior to commencing with TDSRS operations (TPH and RCRA Metals). The analytical results must be provided to the County prior to closure of each TDSRS. Areas found to be contaminated above the baseline values must be remediated by the Contractor. The Contractor is regarded as the generator of such contaminants for the purposes of Federal environmental statutes.

PART 3 - MEASUREMENT AND PAYMENT 3.01 COMPENSATION

a. Compensation:

Temporary Debris Storage and Reduction (TDSR) site preparation includes site setup/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form, Part B (Exhibit E).

Site setup/preparation/closeout/restoration includes: clearing, stripping and hauling; fill placement; deconstructing processing pads, rock or crushed concrete access roads; seeding/sodding; and any other similar activity necessary to make the site again usable for its original purposes and to return the site to its original condition. Materials required for set-up/preparation and closeout/restoration shall be paid at cost or as negotiated during the issuance of the Task Order.

TDSRS operations will be measured and paid for based on volume, unit price per cubic yard of debris that is accepted at TDSRS for processing and disposal. Compensation will be based on completed haul tickets administered and validated by Locality monitors in accordance with the unit prices provided in the Price Proposal Form, Part A (Exhibit E).

III STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

STATE OF TEXAS §
§
COUNTY OF CAMERON §

THIS CONTRACT, MADE AND ENTERED INTO THIS THE _____ DAY OF _____, A.D., by and between the County of Cameron thereunto duly authorized so to do, hereinafter termed "County," and _____, hereinafter termed "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the bond bearing every date herewith, the Contractor, hereby agrees with County, to commence and complete DEBRIS MANAGEMENT-REMOVAL AND DISPOSAL FOR POST-HURRICANE/DISASTER RECOVERY OPERATIONS, and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and in accordance with the Plans, which include all maps or written explanatory matter thereof, and the specifications therefore, together with the Contractor's written approval, and the General Conditions of the Contract, Special Conditions of the Contract, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within 24 hours after the date written notice to do so shall have been given to him, and to substantially complete same within 90 calendar days, after the date of the written notice to commence work.

The County agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the price proposal submitted therefore (i.e. cubic yard), subject to additions and deductions as provided in the General Conditions of the Contract, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Task Order issued by Cameron County for the work to be accomplished.

This Contract shall remain in effect for a period of five (5) years, with annual re-qualification and price adjustment in accordance with the Contract Documents. The County reserves the right to not initiate work under this Contract. Either party may terminate this Contract prior to the five (5) year time period without cause by giving ten (10) days written notice to the other party of its intention to terminate the Contract.

Due to the nature of this Contract, the County does not guarantee a minimum or maximum volume of work.

County will pay Contractor in current funds for performance of the Contract in accordance with the Contract Documents as the work progresses.

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. This Contract may be amended, provided that no amendment, modification, or alteration of the terms of this Contract shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas 78520, and Cameron County Engineer, 1390 West Expr. 83, San Benito, TX., or at such other address as the COUNTY may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: _____or at such other address as said Contractor may otherwise designate in writing.

This Contract shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in quadruplicate in the year and day first above written.

(Contractor) (County)

Cameron County Judge

ATTESTED BY:

_____, County Clerk

SPECIAL CONDITIONS OF THE AGREEMENT

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the County with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the County prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the County's interest therein until the County has received 30 days' notice in writing of such change and cancellation.

1. **Workman's Compensation Insurance** as required by laws and regulations applicable to and covering employees for **CONTRACTOR** engaged in the performance of the work under this agreement.

2. **Employer's 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 $1,000,000.

3. **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 each Person, $5,000,000 each occurrence/aggregate; Property Damage $1,000,000 each occurrence/aggregate.

4. **Automobile Liability Insurance** including non-owned and hired vehicle coverage with limits of liability not less than: Bodily Injury $1,000,000 each Person, $5,000,000 each occurrence; Property Damage $1,000,000 each occurrence.

5. **Excess Liability Insurance** Comprehensive General Liability, Comprehensive Automobile liability and coverage afforded by the policies described above, with minimum limits of $5,000,000 excess of the specified limits.

6. **Builder's "All-Risk Insurance"** protecting the respective interest of the Company and **CONTRACTOR** and its "Field Sub-contractors" covering loss or damage during the course of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

GENERAL CONDITIONS OF THE DEBRIS REMOVAL CONTRACT

CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, Supplemental Conditions (or Special Conditions), and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth:

DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

A The term "Contract" means the Contract executed between the County of Cameron, hereinafter called the Locality or the County and _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

B The term "Project Area" means the area within the specified Contract limits of the services contemplated to be provided in whole or in part under this contract.

C. The term "Engineer" means the Cameron County Engineer, Engineer in Charge, person serving the Locality with engineering services, his successor, or any other person or persons, employed by the Locality for the purpose of directing or being in charge the work embraced in this Contract.

D The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for RFPs, Instructions to Proposers, Signed Copy of RFP, General Conditions, Supplemental Conditions (or Special Conditions), Technical Specifications.

SUPERVISION BY CONTRACTOR

A. Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Locality and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of the work.

B. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

SUBCONTRACTS

A. The successful Contractor may use Subcontractors for this project. The Contractor must list Subcontractors proposed for this project and their respective duties.

B. The Contractor is not restricted to a minimum value of all work that must be performed by his own organization.

C. No Subcontractor may provide services unless the Locality consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors.

D. Furthermore, the Contractor agrees that any Subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the Contractor, unless Contractor 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 Contractor and made available for County Contract Administrator review upon request.

E. Under no circumstances will the Contractor use any debarred Subcontractor listed on the List of Parties Excluded from Federal Procurement (See www.epls.amet.gov). Contractor will be expected to use fully qualified and properly equipped local firms to the maximum extent practicable.

F. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Locality.

FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all subcontractors or material suppliers engaged upon this Contract.

PAYMENTS TO CONTRACTOR

A. Compensation

1. Temporary Debris Storage and Reduction Site (TDSRS) preparation includes site set-up/preparation and site closeout/restoration and shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Price Proposal Form, Part B (Exhibit E).

   Site set-up/preparation and closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limestone or crushed concrete access roads, seeding/sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Materials required for set-up/preparation and closeout/restoration shall be paid at cost or as negotiated during the issuance of the Task Order.

2. TDSRS operations will be measured and paid for based on volume, unit price per cubic yard of debris that is accepted at TDSRS for processing and disposal. Compensation will be based on completed haul tickets administered and validated by Locality monitors in accordance with the unit prices provided in the Price Proposal Form, Part A (Exhibit E).

B. Partial Payments

1. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined based on volume, unit price per cubic yard of debris accepted at the TDSRS for processing and disposal and by deducting: (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments.

2. Monthly or partial payments made by the Locality to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work. Such payments shall not constitute a waiver of the right of the Locality to require the fulfillment of all terms of the Contract before any payment is made.

C. Final Payment

1. After final inspection and acceptance by the Locality of all work under the Contract, the Contractor shall prepare his requisition for final payment. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2. The Locality before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Locality deems it necessary in order to protect its interest. The Locality may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

D. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Locality shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

E. Withholding Payments

The Locality may withhold from any payment due the Contractor whatever is deemed necessary to protect the Locality, and if so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Locality and will not require the Locality to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any moneys for their protection unless the Locality elects to do so. The failure or refusal of the Locality to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

CHANGES IN THE WORK

A. The Locality may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

B. If applicable unit prices are contained in the Agreement; the Locality may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty-five percent (25%).

C. Each change order shall include in its final form:

1. A detailed description of the change in the work
2. The Contractor's proposal (if any) or a confirmed copy thereof
3. A definite statement as to the resulting change in the contract price and/or time
4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order
5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract
6. The signatures of authorized representatives of Contractor and Locality

CLAIMS FOR EXTRA COST

A. If the Contractor claims that any instructions involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

B. Any discrepancies which may be discovered between actual conditions and those represented by the maps shall be reported at once to the Locality and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Locality.

D. If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

EXTRA WORK

The term "EXTRA WORK" as used in this Contract shall be understood to mean and include all work that may be required by the Engineer or Locality to be done by the Contractor to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's proposal. It is agreed that the Contractor shall perform all Extra Work under the direction of the Engineer when presented with a written Work Order signed by the Engineer; Subject, however, to the right of the Contractor to require a written confirmation of such Extra Work Order by the Locality. It is also agreed that the compensation to be paid the Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a): By agreed unit prices
Method (b): By agreed lump sum

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make written request to the Engineer for written order authorizing Extra Work.

TERMINATION AND DELAYS

A. Right of the Locality to Terminate Contract.

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Locality may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. 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 ten days, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Locality may take over the work and complete the project by RFP/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Locality for any excess cost incurred In such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Hindrance and Delays.

No damages for delays shall be paid to the Contractor by the Locality, except for any unreasonable delays caused by the Locality.

C. Excusable Delays.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

(1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

(2) Any acts of the Locality;

(3) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the Contractor promptly notifies the Locality within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Locality shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractors rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

DISPUTES

A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Locality.

B. The Contractor shall submit in detail his claim and his proof thereof.

C. If the Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Locality for any additional information not already in his possession which should be furnished by the Locality under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

MATERIALS AND WORKMANSHIP

A. Unless otherwise specifically provided for in the technical specifications, all workmanship equipment, materials and articles- incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

B. The Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for RFPs, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

E. The Locality may require the Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

CARE OF WORK

A. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

B. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.

C. The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

B. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Locality with reports concerning these matters.

SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

A. The Contractor shall confine his equipment, storage of materials, and construction operations to the TDSRS and as prescribed by ordinances or permits, or as may be desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

B. The Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and work locations reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

INSPECTION

A. All materials and workmanship shall be subject to inspection, examination, or test by the Locality and Engineer at any and all times during the work period. The Locality shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Locality may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Locality.

B. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Locality will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

C. The Contractor shall notify the Locality sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Locality, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Locality.

D. Should it be considered necessary or advisable by the Locality at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved

E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project work site.

F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Locality or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

REVIEW BY LOCALITY

The Locality and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Locality through its authorized representatives or agents.

FINAL CLEAN UP AND INSPECTION

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work all materials, equipment, and temporary structures used to complete the work. The work site shall be left in a neat and orderly condition, equal to that which originally existed. The Engineer shall conduct a final inspection of the work site before approving any final payment.

INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Locality.

A. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workers Compensation Insurance.

B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions, Page 3.

C. Proof of Insurance: The Contractor shall furnish the Locality with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Locality."

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Locality free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the

Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

EQUAL EMPLOYMENT OPPORTUNITY

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

B. The Contractor will cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

NON SEGREGATED FACILITIES

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or

dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

JOB OFFICES

A. The Contractor and his subcontractors may maintain such office and storage facilities at the TDSRS sites or other locations as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations prior to placing such offices and the final placement must be satisfactory to the County Engineer.

B. Upon completion of the work, or as directed by the Locality, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

ABANDONMENT BY CONTRACTOR

In case the Contractor should abandon or fail to resume work within ten (10) days after written notification from the Locality or the Engineer, or the Contractor fails to comply with the orders of the Engineer when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.

After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the Locality or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with extra work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the Locality may provide for completion of the work in either of the following elective manners:

A. The Locality may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said Locality may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said Contractor and the expense so charged shall be deducted and paid by the Locality out of

such money as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor and/or his surety shall pay the amount of such excess to the Locality;

or

B. The Locality, under sealed RFPs, after five (5) days' notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Locality under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the Contractor and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided herein-above, a complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the Locality had the work been completed by the Contractor under the terms of this contract and when the Contractor and/or his Surety shall pay the balance shown to be due by them to the Locality, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price and the Contractor and/or his Surety fail to pay the amount due the Locality within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the Locality to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the Locality may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor, as the Locality may elect.

The Locality shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the Contractor or his Surety, to their proper owners without notice to the Contractor.

ABANDONMENT BY THE LOCALITY

In case the Locality shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (15) days after written notifications by the Contractor, the Contractor may suspend or wholly abandon the work, and may remove there from all machinery, tools and equipment. And thereupon the Engineer shall make an estimate of the total earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Contractor, to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the Locality, all other sums that may have been retained by the Locality, under the terms of this Agreement, and shall certify same to the Locality who shall pay to the Contractor on or before thirty (30) days after the date of the notification by the Contractor, the balance shown by said final statement as due the Contractor under the terms of this Agreement.

BONDS

A bid bond is required in the amount of 5% of the Contractor's total RFP for removing, processing and disposing of 2,000,000 Cubic Yards of debris.

It is further agreed by the parties of this contract that the Contractor shall execute a performance bond and a payment bond, each in the sum of one hundred (100%) percent in forms acceptable to the County, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the Locality.

IV GENERAL TERMS & CONDITIONS (Requests for proposals (RFP))

ADDENDA: If RFP specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential Proposers. Proposers must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the RFP package containing the Proposer's submittal.

ADVERTISING: Unless otherwise required by law, Proposers to County RFPs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFP.

AWARD: Cameron County may hold RFP responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFPs. Cameron County reserves the right to award a contract, if any, based on the Proposer's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFP) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one proposer. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFPs at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFP explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFP, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Proposer breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Proposer becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Proposer and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Proposer must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor if possible. If Proposer fails to notify the County within time noted it

shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Proposer agrees as follows: 1.) Proposer will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Proposer will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Proposer will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Proposer to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part as a result thereof.

DISQUALIFICATION OF PROPOSER: Upon submitting a response to this RFP, Proposer certifies that the Proposer has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFP considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Proposers. If multiples are submitted by a Proposer and after all responses to the RFPs are opened one or more of the responses are withdrawn, the result will be that all of the responses submitted by that Proposer will be withdrawn; however, nothing herein prohibits a Proposer from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in this RFP may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Proposers and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFP).The Cameron County Purchasing Department reserves the right to contact any Proposer, at any time, to clarify, verify or request information with regard to that Proposer's response. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible Proposer determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Proposers responding to this RFP and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow- up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFPs, Proposers are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Proposer protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Proposer has received notification from the County Purchasing Department of its decision.

Grounds for protest

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFP, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Proposers shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Proposers shall, at a minimum, provide:

1. Information about the protesting Proposer; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.

2. Information about the acquisition and the acquisition method.

3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.

5. Description of the relief or corrective action requested.

6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Proposer's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Proposer protest has been resolved.

2. The Department's internal protest review procedures consist of the following:

a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Proposer.

b) A written decision will be delivered to the Proposer within five business days after receipt of the protest, unless more time is needed. The protesting Proposer shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which

may include recommendations to a) correct its errors and reevaluate all proposals, and/or b) reissue the Proposer solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Proposer from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Proposer.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFP is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) which must be filled out, attached and included with the RFP response. The County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Proposer in providing such gratuities. Proposer guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Proposer for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Proposer shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Proposer and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Proposer to maintain adequate insurance coverage at all times. Failure of the Proposer to maintain adequate coverage shall not relieve the Proposer of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFPs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery

Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Proposer must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Proposer to furnish this documentation will be cause to reject any RFP applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFPs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Proposers may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Proposers. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Proposer and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Proposer MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFP response, Proposer either electronically scans, re-types, or in some way reproduces the County's published RFP package, then in event of any conflict between the terms and provisions of the County's published RFP specifications, or any portion thereof, and the terms and provisions of the RFP response made by Proposer, the County's RFP specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The_manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFP. Substitute items will not be accepted unless approved (in advance).

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

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Proposers are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by

Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Proposer's response to the RFP which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Proposer for breach or Proposer's actual expense.

(b) The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP.

Proposers may not limit or exclude any implied warranties.

Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

-**WARRANTY ITEMS/PRODUCTS:** Proposer warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Proposer's expense. If Proposer fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Proposer's expense.

Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Proposer warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP invitation and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Proposer shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Proposer at no expense to the County.

SAFETY WARRANTY: As noted above, Proposer warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by County will be at Proposer's expense. Have you attached the required warranty information to the RFP (if applicable)? "Yes" or " No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Proposer without the written permission of the County. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Proposer. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFP - have been delivered and accepted and all contract requirements have been satisfied.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP or any provision herein described will not be construed as to relieve the Proposer of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFP and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no

longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

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

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Proposer agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Proposer for indemnification in the event that Proposer gets sued on the grounds of infringement or the like. If Proposer is of the opinion that an infringement or the like will result, Proposer shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Proposer will hold County harmless. If Proposer in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Proposer the reasonable cost of Proposer's search as to infringement. The Proposer agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFP to a successful Proposer, this writing is intended by the parties as a final expression of the terms of this RFP and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFP and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control, if applicable.

LATE RESPONSES: RFP responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Proposer must meet all Federal and State OSHA requirements.

REMEDIES: The successful Proposer and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFP process and any resulting contract, whenever a Proposer or County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made, and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFP and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

PROPOSER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFP and any resulting contract to this RFP. The Proposer shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFP.

OTHER TERMS: The Proposer shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

EXHIBIT E: PRICE PROPOSAL

DEBRIS MANAGEMENT – REMOVAL AND DISPOSAL
POST-HURRICANE/DISASTER RECOVERY OPERATIONS

IN ORDER TO BE CONSIDERED RESPONSIVE, A PRICE PROPOSAL MUST ACCOMPANY THE RESPONSE TO THIS RFP.

THE PRICE PROPOSAL MUST:

- Be in the form and format shown in the Price Proposal Form in this Exhibit E
- Be accompanied by References in the format shown in Attachment A hereto
- Be accompanied by an Affidavit in the format shown in Attachment B hereto
- Be accompanied by Residence Certification in the format shown in Attachment C

PROJECT ASSUMPTIONS

For the purpose of preparing Price Proposals for the Debris Management – Removal and Disposal work, the Proposer should consider the following assumptions and planning factors:

1. The primary RFP evaluation standard will be the total price associated with the removal and disposal of 2,000,000 cubic yards of debris to be picked up, processed, and properly disposed of within 90 days.
2. The debris will consist of: 50% construction and demolition (C&D) debris to be processed and disposed of in the most effective and efficient manner that both expedites the operations and reduces adverse impacts on local municipal landfills; and, 50% woody/reducible debris to be transported and processed at the Temporary Debris Storage and Reduction Sites (TDSRS).
3. The debris clearing and removal schedule will be during daylight hours only, seven (7) days per week, for approximately 13 weeks.
4. Average dump truck volume will be 21.5 cubic yards (CY).
5. Average haul distance to the landfill or TDSRS is 30 miles round trip.
6. A standard debris pickup crew consists of:
   - 1 supervisor with a vehicle, mobile telephone and two (2) hand-held radios
   - 4 laborers (used as flagman, sawman, or laborer)
   - 4 chain-saws with minimum 16-inch bars
   - 12 dump trucks (six 16-20 CY and six 21-30 CY) with operators
   - 2 rubber-tired front-end loaders with four-yard buckets and operators
   - 1 knuckle-boom log loader with operator.

7. Each TDSRS will be set up with the following features.
   - Perimeter chain-link fencing
   - Two (2) construction entrances/exits with lockable gates
   - Built-up aggregate access roads; assume 1,500 linear feet
   - Drainage controls
   - Erosion and sediment control fencing.
   - Inspection towers at each entrance and exit; see specifications in the attached Scope of Work
   - Provisions for temporary/permanent electrical power (generators until power is restored, estimated within five (5) days, then plan on paying for electrical drop and power needs
   - Operations trailer
   - Constructed berms and impermeable barriers around all non-truck mounted fuel/oil storage tanks, equipment staging areas any other potential sources of pollutants or contaminants to prevent soil contamination and/or runoff of these materials into adjacent ditches and surface waters
   - Construction of separate containment areas (30' by 30', bermed, lined with 30 mil plastic and covered) for temporary staging of hazardous materials, white goods, materials or equipment that could be a source of pollution or contamination, and comestible garbage for others to pick up for disposal/salvage
   - Temporary sanitation facilities, potable water supply for workers and a controlled environment area (heated/cooled, protected from the elements) for workers
   - Maintenance and service Areas for equipment and vehicles
   - Proper and safe application of rodenticide and insecticide as a precautionary tactic to minimize the potential for infestation
8. Each TDSRS may be operated 24-hours per day, 7 days per week, unless otherwise directed by the County Engineer
9. Standard TDSRS equipment and crew:

   1-day foreman/vehicle-day shift
   2 day excavators with operators
   2 day dozers with operators
   1-day loader with operator
   1-day traffic control technician
   1-day tower load spotter technician
   2-day ground crew technicians
   12-day dump trucks with drivers (needed periodically to haul ash to landfill)
   1-night foreman/vehicle-night staff

2 night excavators with operators
2 night dozers with operators
1-night loader with operator
1-night ground crew technician
1 day/night water truck with operator
3 burner blowers with headers
1 office trailer/communications unit
4 night generators/power and light plants
2 sanitation facilities

ALTERNATIVE PROPOSAL OPPORTUNITY

Cameron County is also issuing a Request for Proposals for:
COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS

A Proposer MAY, at the Proposer's sole discretion, submit proposals for both projects in a combined format if the Proposer believes that he/she can provide all of the services required for both projects in a more cost-efficient manner than might be the case for two independent projects, provided that:

1. Proposer MUST obtain the Requests for Proposals for both projects;
2. Proposer MUST submit complete responses to both RFPs individually, satisfying all requirements for each individual RFP and submitting all required documentation, including fully executed Price Proposals in the specified formats for each RFP independently;
3. Proposer MUST submit additional documentation to address his/her capabilities to perform both projects simultaneously and to demonstrate how that will benefit Cameron County; and,
4. Proposer must submit a Price Proposal Summary Sheet that reflects the total proposed price for performing both projects simultaneously.

NOTE: Proposer's submitting responses to the RFPs for both projects WILL NOT receive preferential consideration and proposers responding to only one of the project RFPs will not be penalized. Consideration of combined proposals will not be initiated until evaluation of all individual proposals are completed and the best qualified proposers in terms of qualifications, experience and price have been identified.

Cameron County MAY, at the County's sole discretion, select a single Proposer for both projects, provided that:

1. The County determines that it is in the County's best interests to do so;
2. When evaluated against all other fully qualified proposers for each project individually, the Proposer is deemed best qualified to perform the services required for each project individually;

3. When evaluated against all other Price Proposals submitted by fully qualified proposers for each project individually, the Proposer's Price Proposals are found to be reasonable and competitive; and,
4. The County Engineer concludes that the Proposer is best qualified to provide all of the required services for both projects and can do so in a manner and at a combined price that provides substantial advantages for the County.

PRICE PROPOSAL

Place_____

Date_____

Proposal of _____

A Corporation organized and existing under the laws of the State of _____

OR

A Partnership or Individual doing business as

_____

TO: Cameron County, Texas

Gentlemen:

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Provisions and Specifications and the County's Standard Form of Contract (Exhibits D) and the contract documents relating to the work covered by his/her RFP, that he agrees to do the work, and that he understands that the representations made by the County are in no sense a warranty but are mere estimates for the guidance of the Contractor.

Performance and Payment Bonds: Upon notification of award of contract, we will execute the formal contract within ten (10) calendar days. Upon receipt of written work order (Notice to Proceed), we will submit performance and payment bonds within 72 hours. The RFP bond attached, in the amount of 5% of the highest amount RFP, is to become the property of the County of Cameron in the event the contract and bonds are not executed within the time set forth as liquidated damages for the delay and additional work caused thereby.

Minority/Minority Business Enterprise (MBE) Participation: Upon notification of award of contract, within 2 days (5 days for Contractors outside Cameron County) of receipt of RFPs, submit to the County Engineer, in writing, the names and addresses of MBE firms participating in the contract.

Number of Signed Sets of Documents: The contract and all bonds will be prepared in not less than 7 counterparts (original signed) sets.

Time of Completion: The undersigned agrees to complete the work within 90 days from the date designated by a Work Order unless otherwise agreed to by the County.

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

DEBRIS MANAGEMENT -- REMOVAL AND DISPOSAL
POST-HURRICANE/DISASTER RECOVERY OPERATIONS

CAMERON COUNTY, TEXAS

RFP NO. 1452A1

at the locations set out by the Contract Provisions and Specifications (Exhibit D) and in strict accordance with the contract documents for the prices specified below, based on the following cost summary.

Receipt of the following addenda is acknowledged (addenda number):
Respectfully submitted:

Company Name:
Address:
Telephone & Fax Numbers:
Submitter's Name & Title:

(SEAL - If Proposer is Corporation)

PRICE PROPOSAL FORM

DEBRIS MANAGEMENT -- REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER RECOVERY OPERATIONS – CAMERON COUNTY, TEXAS – RFP NO. 1452A1

PART A – Volume based pricing for 2,000,000 cubic yard debris disaster

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1. 0 Debris Removal and Disposal Operations				
1.1 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Storage and Reduction (TDSR) site or Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 1.2., 1.3 or 1.4).	1,000,000	CY		
1.2 Pickup from Public Property or maintained Rights of Way and hauling to a designated Temporary Debris Storage and Reduction (TDSR) site or Disposal Facility 16 to 30 miles away (one-way miles). (Trips with one-way miles in excess of 30 miles compensated at the rate quoted in Items 1.3 or 1.4).	1,000,000	CY		
1.3 Pickup from temporary debris transfer sites, if established, and hauling to a designated Disposal Facility 31.0 to 60.0 miles away (one-way miles). Volume reduction will not take place. (Trips with one-way miles in excess of 60 miles compensated at the rate quoted in Item 1.4).	500,000	CY		
1.4 Pickup from a Temporary Debris Transfer site and hauling to a Disposal Facility 61.0 – 120.0 miles away (one-way miles). Volume reduction will not take place.	500,000	CY		

2.0 Removal and Disposal of Stumps and Hazardous Limbs				
2.1 Extract, remove and dispose of the eligible stump and root ball and back filling of the root cavity with compacted soil of trees that are not uprooted and larger than 24 inches in diameter (measured two feet from the ground). Stumps must have more than 50% of their root ball exposed. Stumps placed along maintained Rights of Way by others will be paid under Items 1.1 through 1.4 above. (See NOTE 2 below).	500	Each		
2.2 Removal and disposal of hazardous hanging limbs greater than 2 inches in diameter.	1,000	Each Tree		
3.0 Temporary Debris Storage and Reduction Site Operations				
3.1 Temporary Debris Management Site operation, debris acceptance, pile management, and material loading for transport. Price includes construction of inspection towers as specified in the scope of work.	2,000,000	CY		
3.2 Volume reduction of debris through grinding and/or chipping. (See NOTE 3 below)	1,000,000	CY		
3.3 Volume reduction through air curtain incineration. (See NOTE 3 below)	1,000.000	CY		
3.4 Pre-use Baseline soil and groundwater sampling and post-use Follow-Up sampling at 20 soil sample sites and 10 groundwater sample sites	40 soil samples & 20 water samples	EACH		
4.0 Contractual costs				
4.1 Bonding				
4.2 Preparation of operations plans				
4.3 Project management & documentation costs				
4.4 Other (specify)				
5.0 Grand Total				

NOTES:

1. Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of ensuring consistency in evaluations of proposals. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

2. Stumps less than 24 inches in diameter, with attached root balls, will be considered to be normal debris and payment for loading, hauling, and dumping shall be provided under Items 1.1 through 1.4. Removal and disposal of all stumps, regardless of shape, size or weight, that are placed on the rights-of-way by others (i.e. contractors did not extract them from public property or property of eligible Private Non Profit organizations) will be at the unit cost rate (Items 1.1 through 1.4) for regular debris using the Stump Conversion Table shown below which was develop by FEMA.

3. To determine the cubic yards for grinding or burning stumps with root balls greater than 24 inches in diameter, the CONTRACTOR shall count the number of stumps and based on their diameter, use the table below to convert to cubic yards. This calculated volume related to stumps greater than 24 inches in diameter can be added to the volume of other debris for purposes of reduction and payment under Items 3.2 (Grinding) and 3.3 (Incineration).

STUMP CONVERSION TABLE

Stump Diameter (Inches)	Cubic Yards	Stump Diameter (Inches	Cubic Yards	Stump Diameter (Inches	Cubic Yards
6	0.3	33	7.8	60	25.8
7	0.4	34	8.3	61	26.7
8	0.5	35	8.8	62	27.6
9	0.6	36	9.3	63	28.4
10	0.7	37	9.8	64	29.4
11	0.9	38	10.3	65	30.3
12	1	39	10.9	66	31.2
13	1.2	40	11.5	67	32.2
14	1.4	41	12	68	33.1
15	1,6	42	12.6	69	34.1
16	1.8	43	13.3	70	35.1
17	2.1	44	13.9	71	36.1
18	2.3	45	14.5	72	37.2
19	2.6	46	15.2	73	38.2
20	2.9	47	15.8	74	39.2
21	3.2	48	16.5	75	40.3
22	3.5	49	17.2	76	41.4
23	3.8	50	17.9	77	42.5
24	4.1	51	18.6	78	43.6
25	4.5	52	19.4	79	44.7
26	4.8	53	20.1	80	45.9
27	5.2	54	20.9	81	47
28	5.6	55	21.7	82	48.2
29	6	56	22.5	83	49.4
30	6.5	57	23.3	84	50.6
31	6.9	58	24.1		
32	7.3	59	24.9		

Part B – Hourly Prices

For Temporary Debris Storage and Reduction Site Set-up and Closure and Debris Clearance for First 70 Hours			
Equipment and Labor Rates			
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Total Hourly Rate
Air Curtain Pit Burner			
Air Curtain Refractory Incinerator			
Bobcat Loader			
Bucket Truck w/Operator			
Chipper/Mulcher (8" throat)			
Chipper/Mulcher (12" throat)			
Crash Truck w/Impact Attenuator			
Crew Foreman w/Cell Phone and Pickup			
Dozer, Tracked, D5 or similar			
Dozer, Tracked, D6 or similar			
Dozer, Tracked, D7 or similar			
Dozer, Tracked, D8 or similar			
Dump Truck, 16 CY-20 CY			
Dump Truck, 21 CY-30 CY			
Generator and Lighting			
Grader w/12' Blade			
Hydraulic Excavator, 1.5 CY			
Hydraulic Excavator, 2.5 CY			
Knuckle boom Loader			
Laborer w/Chain Saw			
Laborer w/small tools, traffic control, flag person			
Lowboy Trailer w/Tractor			
Log Skidder			
Mobile Crane (Adequate for hanging limbs/leaning trees)			
Operations Manager w/Cell Phone and Pickup			
Pickup Truck, .5 Ton			

For Temporary Debris Storage and Reduction Site Set-up and Closure and Debris Clearance for Access in First 70 Hours			
Equipment and Labor Rates			
Equipment Type	**Hourly Equipment Rate**	**Hourly Labor Rate**	**Total Hourly Rate**
Soil Compactor 80 HP			
Soil Compactor 81 HP+			
Soil Compactor, Towed Unit			
Stump Grinder 30" diameter or less			
Stump Grinder greater than 30" diameter			
Traffic Control, Temporary Single Lane Closure			
Traffic Control, Temporary Road Closure			
Tree Climber s/Chainsaw			
Truck, Flatbed			
Tub Grinder, 800 to 1,000 HP			
Waste Collection Rear Loader Truck			
Water Truck			
Wheel Loader, 2.5 CY, 950 or similar			
Wheel Loader, 3.5 – 4.0 CY, 966 or similar			
Wheel Loader, 4.5 CY, 980 or similar			
Wheel Loader-Backhoe, 1.0 – 1.5 CY			
Other – Please List			

Part B unit prices for equipment such as: air curtain burners/incinerators, chipper/mulchers and tub grinders do not pertain to debris management site operations that are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collection and removal operations from public property and public maintained Rights-of-Way, which are included under Part A.

ALTERNATE (COMBINED) PRICE PROPOSAL FORM

FOR: CONSIDERATION OF SINGLE VENDOR AWARD FOR BOTH PROPOSALS - DEBRIS MANAGEMENT -- REMOVAL AND DISPOSAL POST-HURRICANE/DISASTER RECOVERY OPERATIONS – CAMERON COUNTY, TEXAS – RFP NO. 1452A1 AND COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE DURING POST-HURRICANE/DISASTER RECOVERY OPERATIONS – RFP # 1452A3

QUANTITY AND PRICE SHEET

LIQUID HAZARDOUS WASTES:

RFP Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
1	55 Gallon	Incineration	$	300	$
2	55 Gallon	Injection	$	40	$
3	85 Gallon	Incineration	$	80	$
4	85 Gallon	Injection	$	8	$
5	Vacuum Truck 2,800 Gallons	Injection	$	4	$
6	Vacuum Truck 2,800 Gallons	Recycle Oil	$	4	$
7	Vacuum Truck 2,800 Gallons	Incineration	$	4	$
8			$		
9			$		
10			$		
11			$		
12			$		
SUBTOTAL (ITEMS 1 THROUGH 12)				**60,000 Gallons**	$

DRY HAZARDOUS WASTES:

RFP Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units *	Extended Price
13	Roll Off Box	Landfill	$	20	$
14			$		
15			$		
16			$		
SUBTOTAL (ITEMS 13 THROUGH 16)				**200,000 Pounds**	$

MOBILIZATION, PREPRATION OF PLANS, AND DOCUMENTATION

RFP Item	Container Size	Disposal Method	Unit Price	Estimated Number of Units	Extended Price
17	Mobilize Personnel & Equipment	N/A See Notes	$	1	$
18	Work Plan Preparation	N/A See Notes	$	1	$
19	Health & Safety Plan Preparation	N/A See Notes	$	1	$
20	Daily Project Documentation	N/A See Notes	$	90 Work Days	$
21	Waste Categorization	Liquid See Notes	$		$
22	Waste Categorization	Dry See Notes	$		$
23	Sampling	Liquid See Notes	$		$
24	Sampling	Dry See Notes	$		$
25	Analysis	Liquid See Notes	$		$
26	Analysis	Dry See Notes	$		$
28			$		
28			$		
SUBTOTAL (ITEMS 17 THROUGH 28)					$

SET UP TEMPORARY WASTE PROCESSING SITE. Approximately 300' x 300', including perimeter fencing; 3 bermed and lined waste segregation areas (approx. 50' x 50' each), temporary sanitation facilities, temporary power and lighting equipment, decontamination station, all necessary ancillary equipment, and pre-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

RFP Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
29			$	1	$
30			$		
31			$		
SUBTOTAL (ITEMS 29 THROUGH 31)					$

CLOSE OUT TEMPORARY WASTE PROCESSING SITE. Including removal of all equipment and appurtenances and post-use soil and groundwater sampling and analysis (20 soil samples; 10 groundwater samples):

RFP Item	Temporary Site	Set-up and pre-use soil/water testing	Unit Price	Estimated Number of Units	Extended Price
32			$	1	$
33			$		
34			$		
SUBTOTAL (ITEMS 32 THROUGH 34)					$

PICK UP OF HAZARDOUS WASTE AND TRANSPORTATION OF THAT WASTE TO THE PROCESSING SITE. Including personnel and equipment. Assume 4-person crews, 10 hour workdays for 90 consecutive days:

RFP Item	Pickup and Transportation of HTRW 4-person crew, 10 hr/day, 90 consecutive days	Unit Price	Estimated Number of Units	Extended Price
35		$	1	$
36		$		
37		$		
SUBTOTAL (ITEMS 35 THROUGH 37)				$

RFP TOTAL (ITEMS 1 THROUGH 37)	$

Notes:

1. The estimate amount of waste for the project is based on an event impacting 20,000 households at 3 gallons of liquid and 10 pounds of dry HTRW generated per impacted household, for a total of 60,000 gallons of liquid waste and 200,000 pounds of dry waste.
2. The Estimated Number of Units is defined by number of containers/truckloads needed to dispose of the liquid and dry wastes via the disposal methods specified. Proposers may propose unit

prices and estimated quantities for other methods of disposal; however, prices for all items shown on the form must still be provided as they will be the primary basis for comparisons.

3. Vacuum truck capacity is defined as approximately 2,800 gallons or 50 barrels
4. Roll off box capacity is defined as approximately 10,000 pounds or 20 cubic yards
5. Line items for Mobilization, Preparation of Plans and Documentation should reflect expected costs in those areas for what Contractor actually expects to supply. If those costs are included in disposal rates, Contractor should so state.
6. Line items for Waste Categorization, Sampling and Analysis should be indicated for specific materials Contractor expects to encounter (paints, solvents, pesticides, etc.) Use as many lines as necessary. If costs are included in disposal rates, Contractor should so indicate.
7. Contractor may add other line items in any block for services he/she feels should be identified individually; however, those prices are not to be extended into the RFP total column and they will not be considered for RFP evaluation purposes.

EXHIBIT F: DEBRIS MANAGEMENT PLAN

CAMERON COUNTY
DEBRIS MANAGEMENT PLAN

Prepared by Graciela Salinas, Executive Assistant

Office of the County Judge

Gilberto Hinojosa, County Judge

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TABLE OF CONTENTS

	Page
Mission Statement	1
Situation	2
Organization	2
Roles and Responsibilities	2
Concept of Operations	4
Contracts and Cooperative Agreements	5
Site Selection	5
Location of Debris Sites	6
Debris Management Guidelines	6
Debris Removal Priorities	7
Staffing of Debris Sites	8
Debris Site Classifications	8
Debris Classifications	9
Environmental Testing	9
Increased Readiness Actions	10

LIST OF APPENDICES

Appendix 1..... Debris Classifications
Appendix 2.....List of Current Waste Haulers
Appendix 3.....Contract Options
Appendix 4..... ..... Site Selection Checklist
Appendix 5 ..... Examples of Burning Techniques
Appendix 6 .....Debris Sites
Appendix 7.....List of Landfills

CAMERON COUNTY
DEBRIS MANAGEMENT PLAN

MISSION STATEMENT

To promote the Health and Safety of the citizens of Cameron County by mitigating the effects of disaster, providing clear access, restoring infrastructure, and promoting safe and organized approaches to disaster debris removal.

Situation

Natural and Man-made disasters precipitate a variety of debris that includes, but is not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property, etc.

The quantity and type of debris generated from any particular disaster is a function of the location and event experienced, as well as its magnitude, duration, and intensity.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major catastrophic disaster, many State agencies and local governments have difficulty in locating staff, equipment, and funds to devote to debris removal, in the short as well as long term.

Private contractors play a significant role in the debris removal, collection, reduction, and disposal process of State agencies and local governments.

Local jurisdictions are only eligible for 75 % reimbursement for overtime hours used by government employees for emergency work, otherwise known as debris removal activities. Local governments may not receive reimbursement for regular hours.

Local jurisdictions are eligible to apply for 75% of all debris removal expenses incurred through contract and temporary personnel for all approved hours expended for debris removal activities.

ORGANIZATION

Each individual City/County Jurisdictions' (here after referred to as **participants)** department of Public Works/Road & Bridge department is responsible for the debris removal function. These individuals will work in conjunction with designated support agencies, utility companies, waste management firms, and trucking companies, to facilitate the debris clearance, collection, reduction, and disposal needs of the citizens living in Cameron County following a disaster.

Because of the limited quantity of resources and service commitments following the disaster, participants will be relying heavily on private contractors to remove, collect, and manage debris for reuse, resource recovery, reduction and disposal. Using private contractors instead of government workers in debris removal activities has several benefits. These benefits include:

- Shifting the burden of conducting the work from State and Local government entities to the private sector
- Freeing up participant's personnel to devote more time to their regularly assigned duties
- Stimulating local, regional, and State economics impacted by the storm
- Maximizing participants level of financial assistance from the Federal Government
- Allowing participants to more closely tailor their contract services to specific needs

ROLES AND RESPONSIBILITIES

In order for the Debris management plan to work, it is important to define roles and responsibilities for primary organizations involved in the plan. These organizations consist, but are not limited to the following:

County Judge Emergency Management Director (EMD):

The Emergency Management Director is responsible for emergency management activities for Cameron County. The EMD is responsible for coordinating debris removal activities within all jurisdictions and unincorporated areas of Cameron County. This includes, but is not limited to requesting additional support and manpower from State and Federal agencies. The EMD will respond to local jurisdictions with resources as available after a major event.

Public Works Director and Road & Bridge Staff

The Cameron County Public Works Director, the Assistant Public Works Director and the Road & Bridge Superintendent from each jurisdiction is responsible for implementing the Debris management plan. This includes, but is not limited to, providing heavy equipment for debris removal; contract oversight and quality assurance; serving on the cooperative debris management team (Debris Team); and assisting with the development and maintenance of the plan.

Cameron County Environmental Health Department & TNRCC

The CCEHD is responsible for monitoring activities from all debris sites to ensure that all activities adhere to Federal, State, and Local rules and regulations. In addition, the CCEHD will be responsible for certifying all debris sites.

U.S. Army Corps of Engineers (COE):

The COE is responsible for leading Emergency Support Function (ESF) #3 of the Federal Response Plan following a Presidential declared emergency or disaster. The ESF #3 provides Public Works and Engineering support to state and local governments. Under ESF #3, the COE can assist in developing debris management plans, assessing quantities and types of disaster-generated debris, establishing emergency staging areas and temporary disposal sites, cleaning or removing disaster-generated debris from public and private lands using emergency contracts or the active military, emergency demolition of disaster-damaged structures, and determining an ultimate means of disposal of disaster-generated debris. In addition to its ESF #3 role, the COE is routinely responsible for maintaining the navigability of Federal waterways and channels along the Texas coast. This includes identification, removal, and ultimate disposal of wrecks and/or obstructions in the Port of Brownsville Ship Channel, South Padre Island, and the Gulf Intracoastal Waterway.

Non-Hazardous Primary Contractor(s):

The Non-hazardous primary contractor(s) will be responsible for the removal, storage, and disposal of all non-hazardous debris as specified in their contract. This includes, but is not limited to- providing manpower and equipment to remove debris from public right-of-ways; sorting of debris; providing supervision of debris removal activities;

hauling debris to specified sites; and coordinating activities with the debris management team.

Hazardous Material Primary Contractor(s):

The Hazardous Material primary contractor(s) will be responsible for the removal, temporary storage, and disposal of all hazardous materials. This includes, but is not limited to; providing manpower and equipment to remove hazardous debris from public right-of-ways, sorting of hazardous debris, providing supervision of hazardous debris removal activities; hauling debris to specified sites; and coordinating activities with the debris management team.

CONCEPT OF OPERATIONS

Debris Management activities for Cameron County will be jointly overseen by the Jurisdictions utilizing the site and coordinated with the Cameron County Public Works Director and Road and Bridge Staff. All Debris disposal activities will be in accordance with Local, State, and Federal Regulations.

Each debris site will have a Disposal Site Coordinator (DSC) that will be responsible for accepting shipments of debris and coordinating with debris contractors. The DSC will be responsible for all documentation relating to the debris site. The DSC/ WILL coordinate activities with the EOC.

Each participant will designate a key individual (probably an individual from Public works) to serve on the Debris Team. Each participant will be responsible for coordinating debris removal operations for their jurisdiction. The Team will cooperatively set guidelines for potential contractors for debris removal.

Participants will be responsible for removing debris from property under its own authority, as well as from private property when it is deemed in the public interest. To this end, participants will stage equipment in strategic locations locally as well as regionally, if necessary, to protect the equipment, and allow for the clearing crews to begin work immediately after the storm.

The Debris Team will develop and maintain a list of approved contractors who have the capability to provide debris removal, collection, and disposal in a cost effective, expeditious, and environmentally sound manner following a disaster. The listing will categorize contractors by their capabilities and service area to facilitate their identification by local governments, as well as ensure their effective utilization and prompt deployment following the disaster.

CONTRACTS AND COOPERATIVE AGREEMENTS

Sample contracts with a menu of services and generic scopes of work will be developed prior to the disaster to allow the participants to more closely tailor its contracts to its needs, as well as expedite their implementation in a prompt and effective manner.

Every participant will be responsible for managing the debris contract from project inception to completion unless the government entities involved are incapable of carrying out this responsibility because of lack of adequate resources. In these circumstances, State and Federal agencies will be identified to assume the responsibility of managing the debris contract. Managing the debris contract would include such things as monitoring of performance, inspections, acceptance, and closing out of activities. Participants are encouraged to enter into cooperative agreements with other State agencies and local governments to maximize public assets. The development of such agreements must comply with the guidelines established in their agency procurement manual. All local governments that wish to participate in such agreements should be identified prior to the development and implementation of the agreement.

SITE SELECTION

Debris storage and reduction sites will be identified and evaluated by the debris team. All sites should be identified prior to hurricane season and re-evaluated annually.

Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property when feasible to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the Participants, coordinated through the Cameron County Public Works Director and the Road & Bridge Staff, and will be coordinated with other recovery efforts through the County Emergency Operations Center.

Site selection criteria will be developed into a checklist format (Appendix 4) for use by the debris committee to facilitate identification and assessment of potential sites. At a minimum, debris sites should meet the following criteria:

- Access roads capable of supporting heavy trucks and equipment with adequate drainage
- Environmentally tested before debris are placed on site
- Comply with Texas Natural Resource Conservation Commission (TNRCC) rules & regulations as enforced by the Regional & Cameron County Environmental Health Department.

- Strategically located throughout the county
- Meet necessary permit requirements
- Contain a description of the size of parcel

LOCATION OF DEBRIS SITES

Locations for Debris sites will be coordinated with the local jurisdictions and unincorporated areas of Cameron County. The Debris Team will work with each of the jurisdictions to identify potential sites in close proximity of debris in order to minimize debris hauling and disposal distances.

At a minimum, no fewer than 8 debris sites should be strategically identified and located throughout Cameron County. Sites should be identified in each of the following Debris areas or Debris zones. For this purpose, on a map, the county has been divided into four quadrants. Two sites on each quadrant will be selected.

Quadrant	Site	Location	Precinct
1	1		
1	2		
2	3		
2	4		
3	5		
3	6		
4	7		
4	8		

DEBRIS MANAGEMENT GUIDELINES

Initially, debris will be removed from major roadways and placed in the right-of way until such time as a detailed plan of debris collection and disposal is prepared. This is not anticipated until after the local traffic has been restored.

NOTE: Federal funds will only be reimbursed for expenses incurred to remove debris from the public right-of-way. Reimbursement will only cover the moving of debris one time. Therefore, debris being sent to a temporary storage site and then moved to a permanent landfall, burn site, etc., will not be reimbursed for the second move.

DEBRIS REMOVAL PRIORITIES

The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or catastrophic event. To achieve this objective, the following actions will be prioritized in the following manner:

Priority One: Clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area.

Priority Two: Clearing debris to provide access to critical facilities pre-identified by local government.

Priority Three: Removal of debris related threats to public health and safety. This will include the repair, demolition, or barricading of heavily damaged and structurally unstable buildings, systems, or facilities that pose a danger to the public.

Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the owner or responsible party. If access to the area can be controlled, the necessary actions can be deferred.

STAFFING OF DEBRIS SITES

Debris Management Teams will be formed for each debris site. Members of the Team will be representatives from various organizations throughout Cameron County.

For each debris site utilized by a jurisdiction, the jurisdiction will be required to supply representatives to oversee compliance and quality assurance issues (Monitor contractors etc.,). Each debris site will be staffed in the following manner:

- (1) Disposal Site Coordinator (DSC)
- Representative from Equipment Contractors

- Representatives from Waste Disposal contractors
- Trained Hazardous Materials Waste Technicians to sort Hazardous/Non Hazardous Materials.

The following representatives will be responsible for routine administrative oversight of the debris sites:

- Representatives from Public Works/Road & Bridge Etc.,
- County Representative
- Representative from the County Health Department
- Utility Director

DEBRIS SITE CLASSIFICATIONS

Burn Sites

All burn sites will be pre-approved by the Cameron County Environmental Health Department (CCEHD) and the Fire Marshall's office in that jurisdiction one (1) week prior to the onset of hurricane season. Burn sites will be utilized for the reduction of brush and untreated lumber. All undesirable materials will be disposed of as non-hazardous material (see Non Hazardous sites). All burn sites will comply with the Texas Natural Resource Conservation Commission (TNRCC) rules and regulations that govern outdoor burning. Following a disaster, the CCEHD shall be notified that the site is being opened for burning. CCEHD will monitor each site for the content of materials being burned and the potential to create a public nuisance and all applicable parts of the TNRCC Outdoor Burning rule.

If a forced air burner or trench burner is to be used in the destruction of brush and untreated lumber, a permit shall be obtained from the Cameron County Environmental Health Department and the Fire Marshall's office in that jurisdiction. The trench burner shall carry a permit number issued by the TNRCC. Trench burners operated at burn sites shall be in compliance with TNRCC Chapter 106, rule 106.496. Following the completion of construction of the trench a Health representative will inspect the trench for depth, width, length and proper placement of the air blower. At that time further instructions will be provided to the operator of the trench burner. If possible, the inspection of the trench by the Health should be coordinated with the Fire Marshall's office. A representative of the Health will conduct periodic inspections.

Non Hazardous Sites

Nonhazardous sites will process all debris that are not classified as hazardous and that are considered undesirable and cannot be processed at the burn site. These materials will be placed in roll off boxes supplied by the contractor at each non-hazardous site. Once the roll off boxes are full, the proper shipping documents will be completed and the boxes will be removed to a permitted solid waste disposal facility. Shipping records shall be provided to Cameron County.

Hazardous Material Sites

Cameron County shall retain the services of a licensed, certified contractor for the collection, shipping, and disposal of all hazardous materials. Prior to the processing of hazardous materials, the contractor shall submit a site safety plan in accordance with OSHA 29 CFR 1910.120. The contractor shall supply to the County, a listing of all personnel at each site to include copies of their certification of at least the 40-hour Hazardous Waste Technician level. Under no circumstances will employees from any jurisdiction not certified be allowed to handle hazardous materials.

The Contractor shall survey the loads arriving at each debris site for the presence of hazardous materials. Once discovered, the hazardous materials shall be segregated and placed in approved roll-off boxes marked "Hazardous Waste Only," The contractor shall be responsible for the cleanup of any incidental spills that may occur. The collection of hazardous materials shall comply with all federal, state, and local rules and regulations.

A Uniform Waste Manifest shall accompany each and every load of hazardous waste shipments. Transportation of hazardous waste shall comply with all Department of Transportation rules and regulations. A copy of all waste manifests shall be provided to Cameron County. Disposal shall be at a permitted solid waste management facility capable of receiving shipments of hazardous waste.

DEBRIS CLASSIFICATION

To facilitate the debris management process, debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. The County will adapt the categories established for recovery operations by the U.S. Army Corps of Engineers following Hurricane Andrew. The categories of debris appear in Appendix 1. Modifications to these categories can be made as needed. Hazardous and toxic materials/contaminated soils and debris generated by the event will be handled in accordance with Federal, State, and local regulations.

ENVIRONMENTAL TESTING

Once a site is identified and permission given for utilization of debris activities, a Phase I Environmental Assessment shall be conducted. Assessment is to be performed by a qualified environmental consultant. Cameron County Health Department will provide oversight of the contractor on behalf of Cameron County. If Phase I Environmental Assessment suggests further investigation, a Phase 11 Assessment shall be conducted or an alternate site shall be chosen. Following the official closing of the debris site, an environmental assessment shall be conducted to assess the cleanliness of the site. Any ground contamination beyond that found in the pre-opening assessment shall be addressed.

INCREASED READINESS ACTIONS

The following increased readiness actions apply to the Cooperative Debris Management Plan:

(Beginning of Hurricane Season)

- Develop local and regional resource list of contractors who can assist local governments in all phases of debris management.
- Develop sample contracts with generic scopes of work to expedite the implementation of their debris management strategies.
- Develop mutual aid agreements with other agencies and local governments, as appropriate, following guidelines established in agency procurement manual.
- Identify and pre-designate potential debris storage sites for the type and quantity of debris anticipated following a catastrophic event.
- Develop site selection criteria checklists to assist in identifying potential debris storage sites.
- Identify and coordinate with appropriate regulatory agencies regarding potential regulatory issues and emergency response needs.
- Develop the necessary right of entry and hold harmless agreements indemnifying all levels of government against any potential claims.
- Establish debris assessment process to define scope of problem.
- Develop and coordinate pre-scripted announcements with Public Information Officer (PIO) regarding debris removal process, collection times, temporary storage sites, use of private contractors, environmental and health issues, etc.

Response Phase:

- Activate debris management plan
- Begin documenting costs
- Coordinate and track resources (Public and Private)
- Establish priorities regarding allocation and use of available resources
- Identify and establish debris temporary storage and disposal sites
- **Address any legal, environmental, and health issues relating to the debris removal process**
- Continue to keep public informed through the PIO

Recovery Phase:

- Continue to collect, store, reduce, and dispose of debris generated from the event in a cost-effective and environmentally responsible manner
- Continue to document costs
- Upon completion of debris removal mission, close out debris storage and reduction sites by developing and implementing the necessary site restoration actions
- Perform necessary audits of operation and submit final claim for Federal Assistance

APPENDIX 1

DEBRIS MANAGEMENT PLAN
DEBRIS CLASSIFICATIONS

APPENDIX I
DEBRIS CLASSIFICATIONS

BURNABLE MATERIALS:

Burnable materials will be of two types with separate burn locations:

Burnable Debris:

Burnable debris includes, but is not limited to, damaged and disturbed trees-, bushes and shrubs; broken, partially broken and severed tree limbs; and bushes. Burnable debris consists predominately of trees and vegetation. Burnable debris does not include garbage or construction and demolition materials debris.

Burnable Construction Debris:

Burnable construction and demolition debris consists of untreated, non-creosote structural timber, wood products, and other materials designated by the debris team.

NON-BURNABLE DEBRIS:

Non-Burnable construction and demolition debris includes, but is not limited to, creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by the coordinating agency. Garbage will be considered non-burnable debris.

STUMPS:

Stumps will be considered tree remnants exceeding 24 inches in diameter; but no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to the designated coordinating agency representative for determination of its disposition.

INELIGIBLE DEBRIS: (Hazardous Materials)

Ineligible debris to remain in place includes, but is not limited to, chemicals, petroleum products, paint products, asbestos, and power transformers.

Any material that is found to be classified as hazardous or toxic waste (HTW) shall be reported immediately to the debris site coordinator. At the coordinator's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Hazardous Materials will be the responsibility of the hazardous material Primary Contractor. Standing broken utility poles damaged and downed utility poles and appurtenances, transformers and other electrical material will be reported to the Debris Site Coordinator. Emergency workers shall exercise due caution with existing overhead and underground utilities and above ground appurtenances, and advise the appropriate authorities of any situation that poses a health or safety risk to workers on site or to the general population.

APPENDIX 2

DEBRIS MANAGEMENT PLAN
LIST OF CURRENT WASTE HAULERS

LISTING OF CURRENT CITY WASTE HAULERS

CITY	HAULER	NO. OF TRUCKS	HOUSEHOLDS (approximate)
Brownsville	BFI - Residential GMS - Commercial	5 – Garbage 5 – Brush 10 Total	28,000 (Residential)
Harlingen			
San Benito	BFI – Residential & Commercial	4 – Garbage 2 – Brush 6 Total	52,000
Olmito	GMS		

Source: LRGDC Regional Solid Waste Management Plan Update 1999

Cameron County

Cameron County does not provide any solid waste services or has any recycling or composting programs available at the county level. There are about six private service providers available to provide solid waste services. Precinct 4 is the only precinct that has a chipper.

Precinct	Private Providers	Citizen Collection	Containers/Bins	Recycling Program
Precinct 1	ABC Waste Collection	None	None	None
Precinct 2	A&A Waste Disposal BFI Waste Systems	None	None	None
Precinct 3	Garbage Gobbler GMS Waste Disposal	None	None	None
Precinct 4	Waste Management	None	None	None *** Chipper Available**

Source: LRGDC Regional Solid Waste Management Plan Update 1999

APPENDIX 3

DEBRIS MANAGEMENT PLAN CONTRACT OPTIONS

FIRM FIXED PRICE LUMP SUM CONTRACTS

ADVANTAGES

- MINIMUM LABOR REQUIRED FOR MANAGEMENT
- CONTRACTOR SHOULDERS MOST OF THE RISK
- QUANTITIES DO NOT HAVE TO BE DOCUMENTED AS IN **A** UNIT PRICE CONTRACT

DISADVANTAGES

- MUST HAVE A CLEAR, DEFINABLE SCOPE OF WORK THAT CAN BE QUANTITATIVELY MEASURED BY THE CONTRACTOR
- OFTEN DIFFICULT TO QUANTIFY WHAT DEBRIS WILL BE BROUGHT TO THE R-O-W FOR REMOVAL
- HIGH PROBABILITY OF CLAIMS IF DEBRIS ESTIMATES ARE DIFFICULT TO ESTIMATE AND REQUIRE SPECULATION

RECOMMENDATIONS

- USE ANYTIME SCOPE OF WORK IS CLEARLY DEFINABLE

EQUIPMENT RENTAL CONTRACTS - HOURLY RATES -

ADVANTAGES

- EXTREMELY FLEXIBLE, NOT SCOPE DEPENDENT
- WIDE RANGE OF USES
- GREAT FOR EMERGENCY "HOT SPOTS" AND EARLY DEBRIS R-O-W CLEARANCE

DISADVANTAGES

- CONTRACTOR MUST BE DIRECTED AS TO WHAT WORK TO PERFORM
- REQUIRES FULL TIME INSPECTORS
- REQUIRES DOCUMENTATION OF ACTUAL HOURS WORKED BY EQUIPMENT AND OPERATORS

RECOMMENDATIONS

- COMPETITIVELY RFP OR NEGOTIATE REASONABLE HOURLY RATES FOR EQUIPMENT WITH OPERATORS
- SPECIFY EQUIPMENT AS GENERICALLY AS POSSIBLE TO ENCOURAGE COMPETITION
- TRAIN INSPECTORS ON DOCUMENTATION REQUIREMENTS FOR RENTAL CONTRACTS

FIRM **FIXED PRICE**
LUMP SUM **CONTRACTS**
- PASS **METHOD** -

ADVANTAGES

- MINIMUM LABOR REQUIRED FOR MANAGEMENT
- DEFINES SCOPE BETTER THAN AREA METHOD AND DECREASES THE RISK OF CLAIMS DUE TO QUANTITY SPECULATION
- QUANTITIES DO NOT HAVE TO BE DOCUMENTED AS IN A UNIT PRICE CONTRACT

DISADVANTAGES

- MUST HAVE ACCURATE, UP-TO-DATE PLANS AND INFORMATION ON ALL ROADS THAT WILL BE INCLUDED IN THE "PASS" SCOPE OF WORK
- PUBLIC MUST COOPERATE IN THE REMOVAL PROCESS
- CONTRACTING AGENCY MUST BE SUCCESSFUL IN COMMUNICATING WITH THE PUBLIC IN THE REMOVAL AREA

RECOMMENDATIONS

- PROVIDE 3 TO 4 PASSES DEPENDING ON THE MAGNITUDE OF THE DISASTER
- SOLICIT A PRICE FOR EACH PASS AND A TOTAL JOB PRICE
- CLEARLY DEFINE ANY DEBRIS SEGREGATION REQUIREMENTS, ROAD LOCATIONS BY DETAILED SCALED MAPS, TIME LAPSE BETWEEN PASSES, AND REQUIRED TIME FRAME TO COMPLETE EACH PASS.

UNIT PRICE CONTRACT
- CUBIC YARD _

ADVANTAGES

- **FLEXIBLE, INTERVENTION WILL NOT CHANGE CONTRACT CONDITIONS**
- **ACCURATE ACCOUNT OF ACTUAL QUANTITIES REMOVED**
- **WIDE RANGE OF COMPETITION DUE TO SIMPLICITY OF CONTRACT**
- **LOW CONTRACTOR RISK**

DISADVANTAGES

- FULL TIME (SPECIALLY TRAINED) FIELD INSPECTORS REQUIRED
- CONTRACTOR FRAUD, IF LOADING AND DUMPING ARE NOT CLOSELY MONITORED
- SEGREGATION OF DEBRIS WILL COMPLICATE CONTRACT TRUCKS MUST BE MEASURED AND NUMBERED

RECOMMENDATIONS

- FOR QUANTITIES LESS THAN 50,000 CY, MONITOR LOADING OF TRUCKS AND LOG IN DATA SUCH AS CY, TRUCK #, ETC.CHECK DUMP TO VERIFY PLACEMENT.
- FOR QUANTITIES OVER 50,000 CY, RECOMMEND A DOCUMENTATION FORMAT (TICKET). ISSUE A TICKET AT THE LOADING SITE, TRUCK MUST BE LOADED PROPERLY TO RECEIVE A SIGNED TICKET (CONTROLLED LOADING). LOADING INSPECTOR KEEPS A COPY. TICKET IS FINALIZED AT THE DUMPSITE BY A DUMP INSPECTOR, WHICH VERIFIES MATERIAL WAS PLACED IN THE DUMP. THE DUMP INSPECTOR RETAINS A FINAL COPY AND THE TRUCK DRIVER IS PROVIDED A FINAL COPY. FOR LARGE JOBS INVOLVING MORE THAN ONE AREA DIFFERENT COLOR TICKETS ARE RECOMMENDED.

LETTER CONTRACTS
- COST PLUS FIXED FEE -

ADVANTAGES

- FLEXIBLE, VERY GENERAL IN SCOPE, CAN BE UTILIZED WHEN DETAILED SCOPE INFORMATION IS NOT AVAILABLE
- CAN WORK WITHIN A COMMON AREA WITH OTHER AGENCY CONTRACTS
- NO DETAILED SCOPE INFORMATION REQUIRED TO PREPARE FOR SOLICITATION
- CAN COVER A WIDE RANGE OF TASKS
- CAN BE IMPLEMENTED QUICKLY

DISADVANTAGES

- LABOR INTENSIVE TO MANAGE
- COST VERIFICATION BASED ON AUDITS, AUDIT STAFF MUST BE FAMILIAR WITH COST CONTRACT FORMATS
- FEE HAS TO BE NEGOTIATED ASAP
  SCOPE MUST BE DEFRNITIZED BEFORE 50% COMPLETION STAGE

RECOMMENDATIONS

- NOT RECOMMENDED FOR AGENCIES WHO ARE NOT FAMILIAR WITH LETTER CONTRACTS OR COST PLUS FORMATS

APPENDIX 4

DEBRIS MANAGEMENT PLAN
SITE SELECTION CHECKLIST

APPENDIX 4
SITE SELECTION CHECKLIST

Special Coordination Issues:
The following special issues/checklists will help in the site selection, documentation, Hazardous/Toxic Waste handling, and site operations part of the storage/disposal process:

a. Site Selection Checklist:

1). Ownership

_____Public lands are preferred

_____Private Lands

_____Are lease terms long enough?

_____Are lease terms automatically renewable?

_____Does lease includes landscape restoration agreement?

2). Size

_____Is the site large enough to accommodate the planned debris storage and/or reduction method?

_____Will the site configuration allow for an efficient layout?

3). Location

(a) Things to Avoid

_____Wetlands? If unavoidable, inform contractor, lag and establish buffer and/or turbidity barriers

_____Public Water Supplies? Well fields or surface waters

_____Threatened and Endangered Species? Animals and Plants

_____Rare Ecosystems?

_____Historic Sites?

_____Sensitive Surrounding Land Uses? Residential, Schools, Churches, etc.

_____Consider prevailing winds (smoke)

(b) Things to look for

_____Good ingress/egress

_____Good transportation arteries

_____Open flat topography

Site Documentation/Baseline Data Checklist

1) Before activities begin

_____Video/photograph aerial?

_____Video/photograph ground?

_____Notation of important features? Structures, fences, culverts, landscaping

_____Random soil sampling?

_____Water samples from existing wells?

_____Volatile Organic Carbon "sniffing?

2) After activities begin

_____Groundwater sampling wells?

_____Groundwater monitoring wells?

_____Spot soil sampling at "hot" areas such as HTW, Ash, and Fuel storage areas as they are being set up?

3) Progressive updates

_____Periodically update videos/photographs?

_____Periodically map/sketch site layout including "hot" areas

_____Integrate QA reports? Contractor fuel spills, etc.

APPENDIX 5

DEBRIS MANAGEMENT PLAN

EXAMPLES OF BURNING TECHNIQUES

APPENDIX 6

DEBRIS MANAGEMENT PLAN
DEBRIS SITES

(Debris Sites To Be Developed)

APPENDIX 7
LIST OF LANDFILLS

Regional Disposal Capacity

Regional Facility Landfill	Estimated Tonnage Per Yr.	Remaining Tonnage	Remaining Yards	Estimated Yrs. of Landfill Life
#1273 Brownsville	122,807	1,732,973	3,150,860	14.1
#2131 Harlingen	68,661	388,347	776,693	5.7
Total Cameron County	**191,468**	**2,121,320**	**3,927,553**	**19.8**
#965-A Edinburg	27,807	1,469,505	2,351,208	52.8
C&T	159,169	1,191,550	2,383,100	7.5
#1727 Hidalgo County				
#1948 Browning Ferris, Inc.	145,510	1,547,173	3,094,346	10.6
Total Hidalgo County	**332,486**	**4,208,228**	**7,828,654**	**71.0**
Total Willacy County	N/A	N/A	N/A	N/A
Total Regional Landfills		**6,329,547**		**13.0 yrs.**

Source: LRGDC Solid Waste Management Plan 1999

Current Disposal Capacity
Region: Only five landfills remain in operation. One landfill is still awaiting expansion permits from TNRCC: BFI Landfill in Donna. All five landfills have less than 12 million yards of remaining landfill capacity left. There is a 13-year life expectancy for the Region.

The City of Brownsville operates a landfill on property owned by the Port Authority. This landfill accepts waste for most of Cameron County and also from private haulers who collect in rural areas. The City of Harlingen accepts waste from the cities of Combes, La Feria and Mercedes under inter-governmental agreements. Several private haulers also dispose of waste at this facility. Hidalgo County Precinct #3 accepts waste from the 6,500 population of this precinct located in Penitas.

Currently, there are two private landfill operated in the region. The C& T Regional landfill is located in northern Hidalgo County near Linn on land owned by C&T Cattle Company. The landfill is operated by Republic Waste Industries. Solid waste from McAllen, Pharr, and possibly other cities is disposed at this facility. Browning Ferris Industries (BFI) landfill is located in Donna. The landfill is owned and operated by BFI and receives waste from various cities throughout the Lower Rio Grande Valley.

There are a total of five landfill in the region. The three largest landfills are Brownsville, BFI, and C& T Regional and handle over 80% of the waste that is land filled in the Valley. The closing of the Harlingen facility will increase the demand. See attached sections from the LRGDC Solid Waste Management Plan Update 1999

ERRATA SHEET TO ACCOMPANY
"CAMERON COUNTY DEBRIS MANAGEMENT PLAN (6/15/99)"

The data below is taken from the "Cameron County Solid Waste Management Study, Final Report (September 2003)."

This data should be used in lieu of the data in the Cameron County Debris Management Plan (6/15/99) for estimating the remaining capacities of landfills in and near Cameron County, Texas.

CAMERON COUNTY

Brownsville
Remaining Capacity – 1,814,415 tons
Remaining Site Life – 11 years
Daily intake – 748 - 825 tons (average); no daily limit

HIDALGO COUNTY

Edinburg
Remaining Capacity – 40,000,000
Remaining Site Life – 75 years
Daily intake – 1,000 tons (average); no daily limit

BFI/Donna
Remaining Capacity – 1,041,719
Remaining Site Life – 4 years
Daily intake – 1,500 tons (average); no daily limit

EXHIBIT G: COUNTY ROAD MAP

No roads located in municipal incorporated areas, or that are maintained by Texas DOT, or that are maintained by private citizens, or that are maintained by any other entity other than Cameron County are subject to this RFP unless specifically identified by the County.

To Purchase a copy of a Cameron County Road Map call:

County G.I.S. Division at 866– 286- 8777 or 956-547-7009

ATTACHMENTS

Attachment A
RFP Title _____ Proposer's Name_____

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP.

THIS FORM MUST BE RETURNED WITH YOUR RFP.

REFERENCE ONE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

REFERENCE TWO

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

REFERENCE THREE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

Attachment B

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

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

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____

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

Name and Address of Proposer:

_____

_____

_____

Telephone number_____ Fax number_____
Signature_____Name:_____Title:_____

SWORN TO AND SUBSCRIBE BEFORE ME THIS_____day
of_____20_____.

_____ _____

_____

Notary Public in and for County

State

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment C

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code δ2252.001 *et seq*., as amended, Cameron County requests Residence Certification. δ2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of δ2252.001 are stated below:

> "Nonresident Proposer" refers to a person who is not a resident.
>
> "Resident Proposer" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code δ2252.001.

☐ I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code δ2252.001 and our principal place of business is _____.
(City and State)

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment D

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

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

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

_____
_____
_____
_____
_____

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

_____
_____
_____
_____

_____ _____
Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment E

ORDER NO. 2007O2005

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and

2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.**

3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this __13__ day of March, 2007.

Taxpayer Identification Number (T.I.N.):_____

Cameron County Acct #'s : Real Estate _____ Personal Property_____

01. Is the person or the firm submitting this RFP current with all local and State taxes?

_____

_____ _____
Signature of person submitting this RFP Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment F

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

Attachment F (page 2)

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number

_____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For:

_____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

_____

_____
CITY STATE ZIP VOICE PHONE

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

(INDICATE WHICH STATEMENTS APPLY)

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

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

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

_____
AUTHORIZED SIGNATURE

_____
(Printed Name) (Title)

Sworn to and subscribed before me this _____ day of _____, _____.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

_____
(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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

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

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

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

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you tile an updated completed questionnaire with the appropriate tiling authority not later than the 7th business day after the date on which you became aware that the originally tiled questionnaire was incomplete or inaccurate.)

3.. ☐. **Name of local government officer about whom the information in this section is being disclosed.**

Name ot Officer

This section (item 3 including subparts A, B, C, & D) must be completed tor each officer with whom the vendor has an employment or other business relationship as detined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

☐Yes ☐No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, tram or at the direction ot the local government officer named in this section AND the taxable income is not received tram the local governmental entity?

☐Yes ☐No

C. Is the tiler ot this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer of director, or holds an ownership interest of one percent or more?

☐Yes ☐No

D. Describe each employment or business and tamily relationship with the local government officer named in this section.

4. ☐

Signature of vendor doing business with the governmental entity **Date**

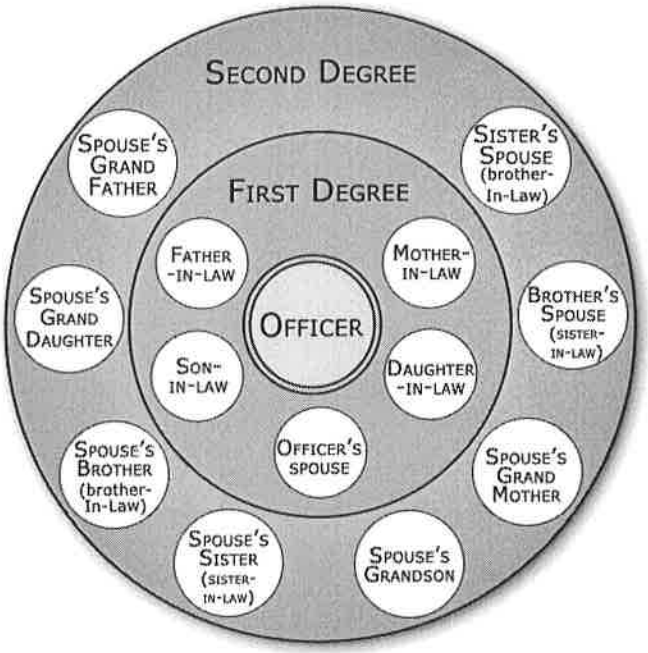
Adopted 8/7/2015

NEPOTISM CHART

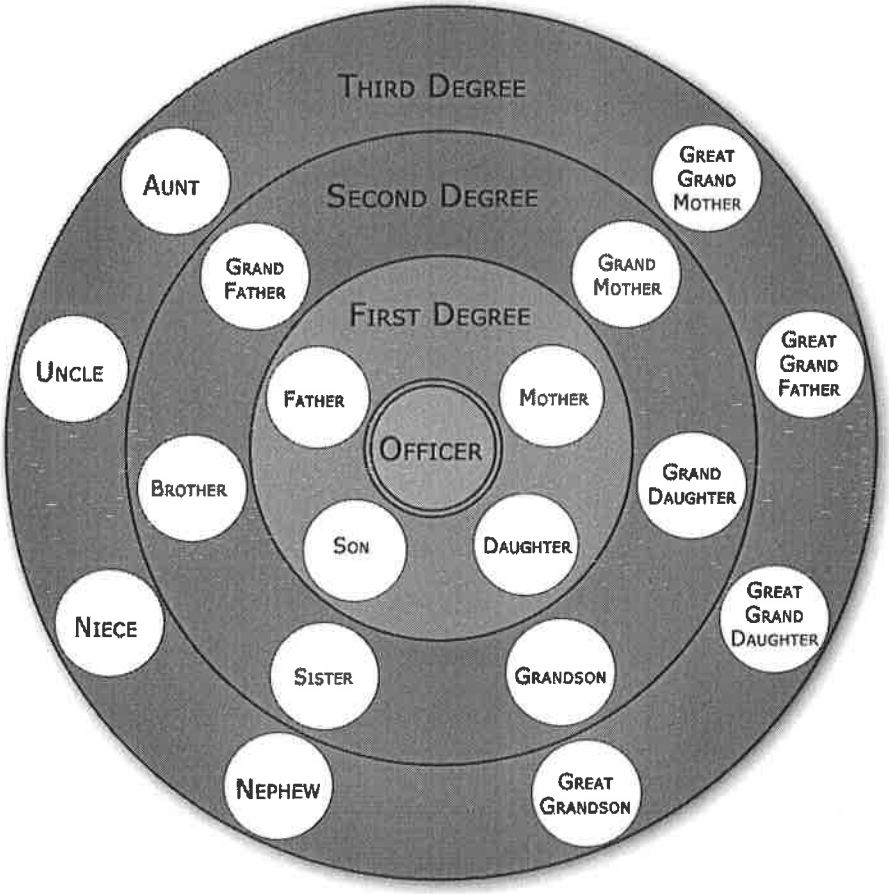
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP
Relationship by Marriage



CONSANGUINITY KINSHIP
Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE PROPOSER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

_____

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )
4. Association ( ) 5. Other ( )_____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

DISCLOSURE OF INTERESTS (CONTINUED)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

(1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

(2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
(Type or Print)

Signature of Certifying Person: _____ Date: _____