



REQUEST FOR PROPOSAL
Solicitation No. 2021-01
Disaster Debris Monitoring and Consulting Services

Proposal Deadline for Submittal:

April 15, 2021 at 4:00 p.m. Central Time)

Location: County of Newton
County Clerk's Office
115 Court Street
Newton, TX 75966

Contact:

Elizabeth Holloway
Newton County Grants Officer
Phone: 409-594-9845
elizabeth.holloway@co.newton.tx.us

Olen Bean
Newton County EMC
Phone: 409-594-4516
olen.bean@co.newton.tx.us

Mail or Deliver Complete Bid Package To:

County of Newton
County Clerk's Office
115 Court Street
Newton, TX 75966

A complete Solicitation Package can be requested by calling or emailing the Contacts above, the County Judge's Office at 409-379-5691, or from the County Website: www.co.newton.tx.us.

A Pre-Bid Conference will NOT be held.

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The County of Newton is seeking responses for disaster debris monitoring and consulting services.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The County reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the County.

RFP Advertise Dates: March 31, 2021 and April 7, 2021

RFP Release Date:..... March 31, 2021

Deadline for Questions: April 10, 2021 12:00 pm (Central Time)

Proposal Due Date and Time: April 15, 2021 4:00 pm (Central Time)

Commissioners' Court Approval Date: March 22, 2021

Notice to Proceed..... TBD

3 CONTRACT TERM

One (1)-year period with options to renew for two (2) additional one (1)-year periods.

4 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252.

5 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement or from our website, or you want to modify your contact information, please contact the Contact persons identified on the front cover.

6 INSURANCE REQUIREMENTS

Before a contract can be executed, the successful bidder shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" section of the Special Provisions contained within this solicitation document. Bidders and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with the County. An insurance affidavit is included in this solicitation verify the bidder and their insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded.

7 SUBMITTAL LABEL

IMPORTANT

REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the bidder/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

If this label is not used, it is the bidder's responsibility to ensure this information is written on the outside of the delivery package. Bids or proposals received by the County of Newton that do not have the information requested below displayed on the outside of their bid or proposal may be rejected.



COUNTY OF NEWTON BID / PROPOSAL SUBMITTAL LABEL

Bid/Proposal Number: 2021-01

Bid / Proposal Name: Disaster Debris Monitoring and Consulting Services

Due Date and Time: April 15, 2021 4:00 pm (Central Time)

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

8 NO BID FORM

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION TITLE: Disaster Debris Monitoring and Consulting Services

If your firm elects not to submit a proposal, please complete and fax or email this form to:

Elizabeth Holloway, County Grants Officer County of Newton

Fax: 409-379-3359 / Email: elizabeth.holloway@co.newton.tx.us

Please check all that apply:

- Do not sell the item(s) or services required
- Cannot be competitive
- Cannot meet the specifications or qualifications described in the attached bid
- Cannot provide insurance required
- Cannot provide bonding required
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the County
- Company's current workload does not allow for additional work
- Other reason: _____

Company Name: _____

Authorized Officer or Agent: _____

Telephone: _____ Facsimile Number: _____

Email: _____

Newton County is soliciting qualification packages for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES for the OFFICE OF EMERGENCY MANAGEMENT.

One (1) original, six (6) exact copies, and one (1) digital copy of the proposal must be received at the County Clerk's office on or before April 15, 2021 at 4:00 pm. Proposals are to be delivered to:

County of Newton
County Clerk's Office
115 Court Street
Newton, TX 75966

All proposals, including a "NO BID", are due in the County Clerk's Office by the due date in sealed envelopes or boxes. All proposals must be clearly marked with the RFP Number, the name of the company submitting the proposal package, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original proposal must be clearly marked "ORIGINAL" and contain all original signatures.

Any proposal received after the date and hour set for RFP opening will not be accepted. Respondent will be notified and will advise the County as to the disposition by either pick up, return at Respondent's expense, or destroyed with written authorization of the Respondent. If proposals are sent by mail to the County Clerk's Office, Respondent shall be responsible for actual delivery of the proposal package to the Purchasing Department before the date and hour set for RFP opening. If mail is delayed in the postal service beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of the County of Newton and may not be amended, altered or withdrawn without the recommendations of the County Auditor and the approval of Commissioners' Court.

Newton County is exempt from Federal Excise and State Sales Tax. The County is not exempt from Surplus Lines Tax or Texas Stamping Tax. Therefore, only applicable taxes must be included in this proposal.

No oral explanation by County officials or employees in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile or email to: Elizabeth Holloway, at 409-379-3359 or elizabeth.holloway@co.newton.tx.us; or Newton County Judge's Office at fax 409-379-2107 or newtoncountyjudge@co.newton.tx.us.

All documents relating to this RFP including but not limited to, the RFP document, questions and their answers, addenda and special notices will be posted under the RFP number on Newton County website and available for download by interested parties. No documents will be faxed or emailed after the initial Notice of Intent prior to RFP award. It is the Respondent's sole responsibility to review this site and retrieve all related documents prior to the RFP due date.

The deadline for receipt of all questions is 12:00 (Noon), Central Time, April 10, 2021. After the question deadline, all questions and their answers will be posted on the website and available for download by interested parties after the deadline for questions.

Proposal Response Forms must be fully completed and included in your response. Forms that have been retyped or altered may result in rejection of proposal. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFP is issued in compliance with the Texas Purchasing Act, Section 252.049. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

It is the Respondent's sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders proposal non-responsive. Failure to complete and submit all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire proposal.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." Newton County will make every *effort* to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 252.049.

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. Newton County is an entity subject to this Act. Therefore, please be advised that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the County receives a request for a copy of the RFP. The County will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but Newton County cannot and will not make an agreement to withhold information from the public contrary to the County's responsibilities under the Act.

Additionally, to the extent your response is incorporated into the contract, that contract will become an official record available for public inspection.

Proposals shall be opened so as to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

The successful Contractor shall defend, indemnify, and hold harmless Newton County from any and all liability or loss of any nature whatsoever arising out of or relating to the Contractor performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Proposals will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Newton County reserves the right to waive any irregularities and to make award in the best interest of the County.

Newton County reserves the right to accept or reject in part or in whole any proposals submitted and to waive any technicalities for the best interest of the County. Proposals may be rejected, among other reasons, for any of the following specific reasons:

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.

Vendors may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Vendors.
2. Reasonable grounds for believing that any Vendor is interested in more than one proposal for the work contemplated.
3. The Vendor being interested in any litigation against the County.
4. The Vendor being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Newton County.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Newton County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Respondent to determine the full extent of the exposures.

The successful Respondent may not assign their rights and duties under an award without the written consent of the Commissioners' Court. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

**SPECIAL TERMS AND CONDITIONS OF THE
CONTRACT**

1. **Contract Terms:** Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Newton County Commissioners' Court. At the County's option and approval by the vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**

2. **Renewal Options:** Newton County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the County will rescind its option and seek a new solicitation.

3. **Minimum Insurance Requirements:**
 - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance:
 - 1) Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury
\$500,000 per occurrence
\$1,000,000 aggregate
 - b. Property Damage
\$500,000 per occurrence
\$1,000,000 aggregate
 - 2) Professional Liability appropriate for performance of position
\$500,000 per occurrence and in the aggregate

 - B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

 - C. Required Provisions:
 - 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Manager.
 - 2) All certificates shall provide Newton County will receive an unconditional thirty days written notice in case of cancellation or any major change.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 3) As to all applicable coverage, certificates shall name Newton County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against Newton County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Newton County with the proper documents verifying the coverage.

4. BOND REQUIREMENTS

A. Bid Bond

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT.

B. Power of Attorney

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

C. Payment Bond and Performance Bond shall be as follows:

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

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

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

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

I. PROJECT DESCRIPTION

A. PURPOSE

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services in Newton County, Texas, immediately after a hurricane, tornado, flooding event or other natural or man-made disaster. The objective of the RFP and subsequent contracting activity is to secure the services of a capable and experienced Contractor who is capable of efficiently monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The County intends to enter into a pre-positioned contract with one (1) 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, tornado, flood or other natural or man-made disaster. The Contractor will be expected to have an initial management team mobilized to Newton County within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the Newton County area within 48 hours of receipt of the Notice to Proceed. The County reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.
2. Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Newton County Commissioners' Court. At Newton County's option and approval by the vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

B. PROJECT SUMMARY

1. Introduction

- a. The Disaster Debris Monitoring Contract will encompass incorporated areas of Newton County. Newton County's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a hurricane, tornado, flood or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-ways throughout the County using County owned and Contractor forces.
- b. The County has identified the need for one or more Consultants to assist the County forces in completing debris management operations throughout the County. Prime Contractors will be selected for Debris Removal and Debris Hauling. For the purpose of Debris Monitoring, the Consultant must have the capacity to manage a large workforce and to carry 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. Each Consultant must also have:

- 1) an established management team;
- 2) an established network of resources to provide the necessary equipment and personnel;
- 3) comprehensive workforce management, operations, and safety plans; and
- 4) demonstrable experience in major disaster recovery cleanup projects.

Although a single Consultant is preferred, the County may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services.

- c. The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The County anticipates a certain level of initial work to establish the procedures for integrating the work into the County's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The County anticipates that the bulk of the services to be provided, specially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint County/Contractor team as part of the initial program planning. In addition, the Prime Contractor(s) selected for the project will be required to participate in certain County-directed disaster recovery training and/or exercises at no additional cost to the County.

2. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the Newton County Office of Emergency Management. The debris management operations will be carried out under the cognizance of the Office of Emergency Management. The County has pre-contracted with one prime contractor for debris removal operations Countywide. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic / hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for:

- a. clearing roadways;
- b. removing debris and certain waste from roadways, public right-of ways, and public property;
- c. operating temporary debris staging and reduction areas;
- d. volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-ways as recovery progresses. The County will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts.

Curbside segregation of debris and disaster-generated or -related wastes will be an element of the County's disaster recovery program. The debris management Consultant will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The County may pre-designate Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of woody debris and construction and demolition materials. The County will help to identify the public and private landfills that will be used for disposal of storm generated debris. The Prime Contractor will be expected to provide debris monitoring services at each landfill as well as in the field during clearing, loading and hauling operations. The Prime Contractor will be responsible for monitoring all of the Debris Removal / Hauling activities during the course of the recovery/cleanup period.

4. Contract Activation

The Prime Contractor holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The Contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, Newton County will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the County's intent to activate the contract. Within six (6) days of receiving the Notice to Proceed, the Consultant shall provide and execute the required Performance and Payment Bonds and must have a management team in place in Newton County to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

II. STATEMENT OF WORK

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential Consultant may address in a response to this Request for Proposals. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the County's debris management goals.

A. GENERAL STATEMENT OF WORK- MONITORING

1. The Consultant shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact Newton County, Texas. Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to:
 - County streets, roads and right-of-ways;

- Public property and facilities;
 - Any other public site as may be directed by the Office of Emergency Management; and
 - Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Office of Emergency Management.
2. The Consultant may also be responsible for monitoring debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the County, unless otherwise directed by the Office of Emergency Management.
 3. Services shall be performed on an "as needed basis" when directed by the Office of Emergency Management.
 4. The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Consultant, in concert with the Office of Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the County. The Consultant shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Consultant shall present to the Office of Emergency Management for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.
 5. When identifying resources to be made available under this contract, the Consultant must use a planning standard approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of subconsultant(s) and a general equipment/personnel inventory will suffice. The Consultant will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor,

damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the Office of Emergency Management, his authorized representatives, or other County or municipal personnel when so authorized by the County. To the extent authorized by County Office of Emergency Management, the Consultant shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the Newton County Office of Emergency Management, upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the Newton County Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

III. RFP RESPONSE REQUIREMENTS

Consultants interested in providing Disaster Debris Monitoring and Consulting services must submit one (1) original, six (6) exact copies, and one (1) digital copy of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

A. LETTER OF TRANSMITTAL AND AFFIDAVIT

Each proposal must be accompanied by a Letter of Transmittal signed by an authorized representative of the Respondent. The letter must:

1. Identify the project by name as "Disaster Debris Monitoring and Consulting Services" and RFP Number.
2. Include the following information:
 - a. Name of firm or individual.
 - b. Permanent main officer address, telephone number and fax number.
 - c. If it is a disadvantaged business enterprise, the nature of that classification.
 - d. If a corporation, where incorporated.
 - e. How many years the firm has been engaged in business under the present name.
 - f. General types of work performed by the firm.
 - g. Contracts currently on hand or in *effect*.
 - h. The following questions and the firm's answers:
 - 1) Have you ever failed to complete any work awarded to you? If so, explain.
 - 2) Have you ever defaulted on a contract? If so, explain.
 - 3) Will you, upon request provide a detailed financial statement or any other information required by Newton County?

- 4) Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?
 - 5) Will you, upon request, furnish documentation to support the information in your response to the RFP?
3. Provide a synopsis of the Consultant's depth of knowledge of the project's scope and special requirements as the Consultant perceives them.
 4. Be signed by an individual, identified by name and title, authorized to represent the Respondent in this matter.
 5. Identify the names, titles, telephone, and fax numbers of individuals who are available to be contacted by the Newton County Purchasing Department concerning the submittal and for additional information.

IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.

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

A. QUALIFICATION REQUIREMENTS

1. Consultant must have specific experience providing the specified services following a natural disaster. Provide a statement of compliance.
2. Consultant 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.
3. Consultant 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.

B. CONTRACTING REQUIREMENTS

1. Successful Consultant must, upon award of a contract, secure a Performance and Payment Bond for the full term of the contract. Upon contract activation, Payment and Performance Bonds are required to be filed with Commissioner's Court prior to the starting of a project. See Bond Requirements in Special Conditions.
2. Successful Consultant 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.
3. Successful Consultant must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

C. INSURANCE REQUIREMENTS

1. Consultant must provide proof of insurance to demonstrate compliance with the County's requirements specified in this package. See Insurance Requirements in

Special Conditions.

2. Successful Consultant must not begin any work under the contract until he/she has obtained all required insurance and provided the County Purchasing Manager with the related certificates and endorsements. Nor shall the Consultant allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained. The Consultant may provide insurance coverage for all his Subcontractors, at Consultant's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Consultant must provide the insurance listed below and document required coverage with certificates of insurance.

D. USE OF SUBCONTRACTORS

1. Successful Consultant may use Subcontractors for this project. Consultant must list Subcontractors proposed for this project and their respective duties.
2. No Subcontractor may provide services unless the County consents. The Consultant shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Consultant shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Consultant 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 Consultant, unless Consultant 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 Consultant and made available for County Purchasing Manager review upon request. Provide statement of compliance.

V. PROJECT REQUIREMENTS.

Provide detailed information on Consultant's ability to satisfy the project requirements.

A. EXPERIENCE:

1. Describe Consultant's overall experience performing large-scale debris removal monitoring and work similar to this project.
2. Describe Consultant's experience during the last 5 years performing large-scale projects or other work similar to this project. The Consultant must identify similar projects that he/she 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.
3. Describe Consultant's most recent experience in mobilizing large workforces under routine and emergency conditions.
4. If the Consultant intends to use Subcontractors to assist in the work, the Consultant shall also identify similar work successfully completed by the Subcontractors.
5. Document Consultant's ability to provide appropriate training for personnel that will be employed for work under this project.

B. GENERAL PROJECT REQUIREMENTS

Responses must acknowledge these basic requirements and base responses to this RFP on these general specifications.

1. Newton County intends to engage a Consultant to assist the County with monitoring the work of the Debris Removal and Hauling Contractor in the field, at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal and Hauling contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDSRSs; and, at disposal sites. Monitors will be assigned to debris loading areas, TDSRSs, and disposal sites. In addition, roving monitors will be assigned to help verify that the County's debris management plan and contracts are effectively and efficiently executed.
2. Newton County will assign a Debris Manager (DM) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the County's Debris Manager and also assist County staff at the Contract Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
 - a. Development of a Monitoring Plan.
 - b. Truck and trailer measurement, certification, marking and tracking.
 - c. Equipment registry and tracking.
 - d. Debris/waste management workforce registry and tracking.
 - e. Field monitoring.
 - f. Debris management tracking.
 - g. Trip ticket management.
 - h. Data administration.
 - i. Invoice reconciliation.
 - j. QA/QC program management.
 - k. Complaint resolution.
 - l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations.
 - m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
 - n. Site Safety Plan preparation and maintenance.
 - o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations.
 - p. Preparation of documentation to support Federal cost

reimbursement processes.

- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the County Debris Manager.

C. PROJECT APPROACH

1. Provide a synopsis of the Consultant's depth of knowledge of the project's scope and special requirements as the Consultant perceives them.
2. Provide a general description of how the Consultant's intended approach to the work. That description must include a statement of the requirements as Consultant perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the County must fully be explained.
3. Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
4. Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

D. WORKFORCE INFORMATION

1. Consultant(s) are encouraged to review Newton County's pre-positioned Debris/Removal and Hauling RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
2. Responses must acknowledge these workforce planning standards and must demonstrate the Respondent's ability to satisfy these requirements:
 - a. Within 24 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - 1) Establish and staff a monitoring workforce management center in the vicinity of a Newton County government office designated by the County at the time of notification.
 - 2) Implement a debris/waste contractor equipment and workforce registration and tracking program.
 - b. Within 48 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:
 - 1) Monitor debris loading sites.
 - 2) Monitor operations at Temporary Debris Staging/Storage and Reduction Sites (TDSRS).
 - 3) Monitor dumping operations at disposal sites.
 - 4) Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.
 - c. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Consultant will be required to increase its staffing from this

point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris contractors. At the discretion of the Debris Manager, the Consultant may be required to replace any debris monitor for cause. As part of this proposal, the Consultant must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet County needs.

- d. The Consultant shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.
 - e. The Consultant shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contract Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractors operations and resolving conflicts within the scope of or in any way associated with those operations.
 - f. The Consultant shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.
 - g. Upon activation of the contract, the Consultant shall immediately contact the County's Debris Manager to coordinate workforce assignments. It is anticipated that the County's debris management Consultant will establish debris management zones within the County and the Contractor will be expected to assign monitors in a manner consistent with the debris removal operations.
3. Respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:
- a. Summary of the Respondent's personnel that will be dedicated to the project, including:
 - 1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
 - 2) The names of and resumes for all members of the Project Management Team.
 - 3) The name of the Respondent's claims representative.
 - b. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.

E. CAPABILITY, CAPACITY, AND AVAILABILITY.

1. Describe how Consultant intends to maintain its capability, capacity, and availability of forces to respond if activated by the County following a tornado/flood/or other natural hazard or man-made disaster. Knowing that the

Consultant may have similar contracts in other geographic areas, describe how Consultant will satisfy all contractual obligations for Newton County simultaneously with other obligations.

- Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
 - Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, consultant, etc.) and designation of primary contact for County staff.
2. Describe how Consultant intends to complete the project in the timeframe desired by the County. Comment on how Consultant's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.
 3. What contracts you have in Texas and resources that can be mobilized from others areas for support.

F. DESCRIPTION OF MONITORING SERVICES

1. Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II, page 12 of this RFP. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the County's stated goals with respect to debris management operations following a disaster.
2. The description of services must, at a minimum, include the following:
 - a. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the County's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
 - 1) Scope and sequence of monitoring operations to be performed
 - 2) Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites
 - 3) Methodology for monitoring the collection, tracking, and disposal of disaster related materials
 - 4) Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed
 - 5) Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to insure that all project requirements are satisfied

- 6) Furnishing and operating an automated/electronic (paperless) debris tracking system.
- b. A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
- 1) Debris Removal and Hauling Contractor workforce and equipment registration and tracking
 - 2) Equipment identification in the field
 - 3) Truck certification, registration, and marking
 - 4) Document management and controls, including Load Tickets and reports
 - 5) Data collection
 - 6) Data assimilation/integration
 - 7) Employment of GIS mapping, use of GPS, and other means of documenting
 - 8) Communications with Debris Removal and Hauling Contractor workforce
 - 9) Assembling the data necessary to prepare the Status Reports described below
 - 10) Database management
 - 11) Quality Assurance (QA) for Loading Site Monitors
 - 12) Quality Assurance for TDSRS Operations Monitors
 - 13) Quality Assurance for Landfill Operations Monitors
 - 14) Complaint tracking and resolution
 - 15) Monitoring workforce health and safety training and compliance monitoring
- c. A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including:
- 1) Morning summaries from the Debris Removal and Hauling Contractor addressing:
 - Number of crews and types and quantities equipment to be deployed that day
 - Areas where crews and equipment will be assigned
 - Status of TDSRS operations, including volumetric reduction methods to be employed
 - Changes in operational status or problems encountered since the previous report
 - Numbers of monitoring crews to be dispatched and locations where crews will be assigned
 - 2) Evening summaries addressing:
 - Overall status of Debris removal operations
 - Number of crews and types and quantities of equipment employed that day
 - Issues or problems affecting field operations

- Complaint referrals
 - Damage referrals or updates
 - Monitoring issues
 - TDSRS issues
 - Overall status of geographic area
 - Numbers of monitoring crews deployed and locations where crews were assigned
- 3) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
- Contractor
 - Other forces
 - TDSRS
 - Community drop off site
 - Disposal site
 - Locations where debris/waste was collected (or 100% cleared)
 - GIS based maps that indicate the overall status of debris/waste removal operations
- 4) Daily reconciliation of Debris Removal and Hauling Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
- Review invoice and backup with Debris Removal and Hauling Contractor
 - Reconcile invoice with database records
 - Provide reviewed and approved invoice to County for payment

G. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the County. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and that such devices will be made available for the County's recovery efforts. Respondent shall include graphic illustration and explanation of system capability and be prepared to demonstrate system functionality if requested at the time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee schedule) for operations with and without use of the automated system. Respondent's inability to provide **automated system** in a timely manner shall be grounds for default and the calling of performance bond.

H. EXCEPTIONS TO RFP REQUIREMENTS

Respondents must fully explain any exceptions taken to the requirements of this RFP, including why any of the specified information was not included or why such

information should not be considered in selecting a Consultant for the project.

I. OPTIONAL ADDITIONAL INFORMATION

1. Respondents may provide relevant information in addition to the material and information specified in this RFP, to the extent that such information bears directly on the subject of this RFP.

VI. EVALUATION OF RESPONSES

A. EVALUATION PROCESS

1. Consultants will be evaluated for this project solely on the basis of the information submitted in response to the Request for Proposals. The County will use a two-step evaluation process to identify the Best Qualified responder.
 - a. Step I. Respondents must demonstrate that they satisfy the mandatory qualification and contracting criteria and project requirements by submitting the information specified in this RFP. All Responses will be screened for compliance with the mandatory qualification elements, such as the required statements of compliance. Those that satisfactorily complete that screening process will proceed to Step II.
 - b. Step II. Respondents will be evaluated on the basis of the technical and project performance 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:

1) Consultant Experience	40 Points
2) Project Approach	10 Points
3) Capability, Capacity and Availability	20 Points
4) Automated Debris Tracking and Reporting Systems (ADMS) Capabilities	10 Points
5) Other Supporting Information	10 Points
• Resource availability, including all resources	
• Number of Contracts in place	
6) Pricing	10 Points
<hr/>	
TOTAL	100 Points

- c. The total points assigned for each proposal will be the basis for identifying and selecting the best qualified Respondent.
- d. Submission of a response to this RFP implies Respondent's acceptance of the evaluation technique and that subjective judgment must be made by Newton County during the assigning of points.

- e. The County reserves the right to deny qualification to any Consultant that, in the opinion of the County, does not satisfy the Mandatory Pre-Qualification Criteria or is not capable of satisfying the Project Requirements. The County may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the County Contract Administrator's opinion, seems most advantageous to the County and in the best interest of the public.

VII. PRELIMINARY SPECIFICATIONS

A. GENERAL

The following preliminary specifications have been developed by Newton County for monitoring of disaster related debris and waste management operations carried out by the County's designated Debris Removal and Hauling Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Consultant has been selected.

B. LOADING SITE MONITORING SERVICES

1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Newton County. The following minimum conditions apply:
 - a. Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at debris loading sites located throughout Newton County. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.
 - b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by the contractor. Each monitor will be fully accountable for all Load Tickets issued to him/her.
 - c. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within Newton County.

- d. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- e. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- f. All Loading Site Monitors must have experience in at least one of the following:
 - Entry level engineer
 - Solid waste site operations
 - Construction inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- g. Supervisors and all identified Loading Site Monitors must attend a %-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.
- h. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. TDSRS / DISPOSAL SITE MONITORING SERVICES

1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Newton County. The following minimum conditions apply:
 - a. The Debris Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDSRSs or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.
 - b. Contractor shall provide a minimum of two Disposal Site Monitors per TDSRS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.
 - c. Contractor shall provide Disposal Site Monitors with transportation to and from the TDSRS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

- d. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.
- e. Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- f. Monitors must have experience in at least one of the following job categories:
 - Entry-level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- g. Supervisors and all identified Disposal Site Monitors must attend a %-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the County.

D. ROVING DEBRIS MONITOR SERVICES

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Newton County. The following minimum conditions apply:
 - a. The function of the Roving Debris Monitors is to verify that:
 - 1) All eligible debris is being removed from designated public rights of-way and public property within designated debris zones in Newton County.
 - 2) Ineligible debris is not being picked up.
 - 3) Debris Removal and Hauling contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the County.
 - b. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the County's established work schedule for the debris management contractor.
 - c. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
 - d. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
 - e. All monitors must have experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations

- Solid waste collections
 - Previous similar monitoring or inspection experience
- f. Supervisors and all identified Roving Debris monitors must attend a %-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Consultant and must be approved by the County.
 - g. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
 - h. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. DEBRIS MANAGEMENT CONSULTING SERVICES

1. The Contractor shall provide an experienced professional (Consultant) to assist the County in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDSRS/landfill operations, and other related activities. The Consultant must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.
2. The Consultant will work directly with the County's Debris Manager or as otherwise directed by that official. The Consultant shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the County.

F. OPERATIONAL REQUIREMENTS

1. The Contractor will oversee documentation of the equipment and other resources provided by the County's debris management contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
 - Assign a unique number to each truck, trailer or other piece of equipment
 - Photograph each piece of equipment
 - Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity.
 - Identify the owner/operator of the equipment
 - Ensure that each piece of equipment is clearly labeled on both sides with: the name of the prime contractor and, if appropriate, the subcontractor; the owner or operator, as appropriate, the equipment number assigned; and, for trucks and trailers, the full

- load capacity as calculated
 - Document all results in a searchable digital data base.
 - Provide for continuous monitoring and updating as equipment is placed into or removed from service.
 - Provide daily reports to the County Debris Manager on the types and numbers of equipment in use.
2. The Contractor will assist the County in managing a Load Ticket Program to document the *volume* of debris loaded and transported to a TDSRS or landfill site. Each load of eligible debris shall be tracked using a 6-part load ticket to be provided by the Debris Monitoring Contractor (industry standard)
 3. Operational Requirements of Roving Debris Monitor(s)
 - The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the County's debris management contractor.
 - The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Manager.
 - Therefore, their observations and reports must be backed up with photographs and *video* wherever necessary to demonstrate the contractor's performance.
 - The Roving Debris Monitors are expected to make multiple visits to all loading sites and
 - TDSRS/landfill sites on a continuing although random basis.

G. REPORTING

1. The Loading Site Monitors shall also maintain a log that contains the following information:
 - a. Debris loading site location
 - b. Loading Site Monitors' Name
 - c. Supervisor's Name
 - d. Number of Load Tickets issued during the shift
 - e. Starting load ticket number
 - f. Ending load ticket number
 - g. Any problems encountered or anticipated
2. Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County's Debris Manager.
3. Each Disposal Site Monitor will maintain a log that contains the following information:
 - a. TDSRS or landfill site location
 - b. Debris Management Site Monitors' Name
 - c. Supervisor's Name

- d. Truck/trailer number and volume of debris hauled into the site
 - e. Cumulative total of debris delivered at the site during the shift
 - f. Any problems encountered or anticipated
4. Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the County's Debris Manager.
 5. Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Manager informed of situations that impact the execution of the debris removal contract.
 6. The supervisor will collect all written reports and submit them to the Debris Manager by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the County's Debris Manager.

H. SAFETY

1. The Contractor shall follow and adhere to all appropriate Federal, state and local occupational health and safe requirements and guidelines.
2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the agreement observe the specified safety procedures.
3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the monitoring agreement. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

I. OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using qualified 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.
2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
3. The Contractor shall be responsible for promptly responding to any notices

of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The County's Debris Manager shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.

4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Newton County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.
5. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

VENDOR REFERENCES

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

REFERENCE ONE

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

_ SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE TWO

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

_ SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE THREE

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

_ SCOPE OF WORK: _____
CONTRACT PERIOD: _____

PROPOSAL SIGNATURE FORM

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

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

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

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

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

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

Signature _____ **X**
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Date _____ Name _____
Title _____
FAX No. _____
Tel. No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____



Did you sign your proposal
and/or your addendum?

If not, your proposal
will be rejected

COMPANY IS:

Business included in a corporate income Tax Return? YES NO

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

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

CERTIFICATION OF ELIGIBILITY

By submitting a proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

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

Signature _____

THIS FORM MUST BE SIGNED.

SAFETY RECORD QUESTIONNAIRE

The Newton County Commissioners' Court desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 262.0435 of the Local Government Code, Newton County has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

The definition and criteria for determining the safety record of a Respondent for this consideration shall be:

If the Respondent in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the Respondent for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the Respondent.

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the Respondent in response to the questions in this Questionnaire reveals that the Respondent has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the Respondent.

SAFETY RECORD QUESTIONNAIRE

In order to obtain proper information from Respondents so that County may consider the safety records of potential contractors prior to awarding bids on County contracts, Newton County requires that Respondents answer the following three (3) questions and submit them with their proposals:

QUESTION ONE

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

_____Yes _____No

If the Respondent has indicated yes for question number one above, the Respondent must provide Newton County, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION TWO

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

_____Yes _____No

If the Respondent has indicated yes for question number two above, the Respondent must provide Newton County, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

SAFETY RECORD QUESTIONNAIRE

QUESTION THREE

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

_____Yes _____No

If the Respondent has indicated Yes for question number three above, the Respondent must provide Newton County, with its proposal response, the following information with respect to each such citation.

1. Date of offense;
2. Location where offense occurred;
3. Type of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD

Pursuant to Sections 252.0435 of the Texas Local Government Code, the County shall consider the environmental compliance/safety record of the Respondents and may determine at its reasonable discretion the disqualification of any Respondent which in response to the following question reveals more than two (2) or more violations, with the severity and nature of the violations to be considered in the determination.

Has the Respondent, or the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental laws within the past three years? Citations include, but are not limited to: notices of violation; suspensions/revocations of state/federal licenses or registrations; fines assessed; pending criminal complaints; indictments; convictions; deferred adjudications; administrative orders; draft orders; final orders; and final judgments. Any citations from the following agencies must be supplied: Environmental Protection Agency (EPA); Texas Commission on Environmental Quality or its past associated agencies such as the Texas Natural Resource Conservation Commission (TNRCC), the Texas Water Commission, and the Texas Air Control Board; and the Texas Department of State Health Services and its predecessor agency the Texas Department of Health. Also include any citations from environmental regulatory agencies of other states of the United States.

_____Yes _____No

If the Respondent has indicated yes for question number one above, the Respondent must provide Newton County, with its proposal response, the following information with respect to each such citation.

1. Date of Citation;
2. Location of establishment inspected;
3. Category of offense;
4. Final disposition of offense, if any; and
5. Penalty assessed.

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Title

**DEBRIS MONITORING AND CONSULTING FIRM
 BID PRICING FORM**

ITEM NO.	POSITION DESCRIPTION	ESTIMATED QUANTITY	HOURLY RATE
1.	Project Manager		\$
2.	Operations Manager		\$
3.	Scheduler/Expeditors		\$
4.	GIS Analyst		\$
5.	Field Supervisors		\$
6.	Debris Site/Tower Monitor		\$
7.	Environmental Specialist		\$
8.	Project Inspectors (Citizen Drop-Off Site Monitors)		\$
9.	Field Coordinators (Crew Monitors) Loading Debris Monitors Roving Debris Monitors Loading Site Monitors		\$
10.	Load Ticket Data Entry Clerks (QA/QC)		\$
11.	Billing/Invoice Analyst		\$
12.	Project Coordinators		\$
13.	Residential Monitors		\$
14.	Automated Ticketing Specialist		\$
15.	Aerial Photographer		\$
16.	Data Manager		\$
17.	Safety Manager		\$
18.	FEMA Specialist		\$
19.	Administrative Assistant		\$

ITEM NO.	POSITION DESCRIPTION	ESTIMATED QUANTITY	HOURLY RATE
20.	Other Required Positions (attach additional sheet, if necessary) _____ _____ _____		\$ \$ \$
21.	Other Fees (attach additional sheet, if necessary) _____ _____ _____		\$ \$ \$