

THE CITY OF
EDINBURG
REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed proposals to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Proposals will be received until **3:00 p.m. Central Time**, on **Monday, July 30, 2012**, shortly thereafter all submitted proposal will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any proposal received after the closing time will not be accepted and will be returned to the proposer unopened. It is the responsibility of the proposer to see that any proposal submitted shall have sufficient time to be received by the City Secretary's Office prior to the proposal opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. Proposals will not be accepted by telephone or facsimile machine. All proposals must bear original signatures and figures. The Proposal shall be for:

RFP NO. 2012-20
DEBRIS MONITORING & RECOVERY PLANNING SERVICES

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this proposal, please contact Mr. Ramiro Gomez, Director of Solid Waste Management, at (956) 381-5635.

Hand-delivering Proposals: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

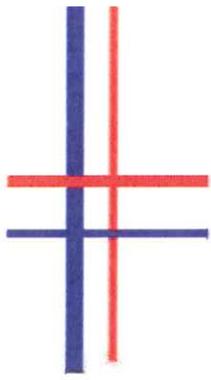
The City of Edinburg reserves the right to refuse and reject any or all proposals and to waive any or all formalities or technicalities and to accept the proposal deemed most advantageous to the City, and hold the proposals for a period of **60** days without taking action.

Proposals must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the proposal envelope with corresponding proposal number and title.



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111





**DEPARTMENT OF SOLID WASTE
MANAGEMENT**



REQUEST FOR PROPOSAL

OF

**DEBRIS MONITORING & RECOVERY PLANNING
SERVICES**

RFP # 2012-20

RFP DUE DATE: Monday, July 30, 2012

RFP DUE TIME: 3:00 P.M., C.S.T.

CITY OF EDINBURG

415 W. UNIVERSITY DRIVE

P.O. BOX 1079

EDINBURG, TEXAS 78540

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DEBRIS MONITORING AND RECOVERY PLANNING SERVICES

SECTION I. GENERAL TERMS AND CONDITIONS

This Request for Proposals (RFP) is issued by the CITY of EDINBURG(hereinafter referred to as the CITY) for the purpose of entering into a contract with a disaster recovery mitigation and debris management consultant (hereinafter referred to as the CONSULTANT) who will provide consulting and contract compliance monitoring services related to the contracted disaster debris removal and disposal activities. The services provided by the CONSULTANT will assist the CITY in satisfying the FEMA Public Assistance Debris Monitoring and Reporting Requirements.

The CONSULTANT must be knowledgeable in TxDOT, TCEQ, FEMA and Federal Highway Administration (FHWA) regulations, guidelines, and operating policies and planning requirements. The CONSULTANT shall monitor, report, and coordinate with the disaster debris removal Contractor(s) and the CITY activities to ensure a compliant, well-managed and organized approach to debris removal and disposal within applicable TxDOT, TCEQ, FEMA and FHWA guidelines.

The scope of services excludes any other compliance services that are included in federal or state disaster relief, or in any separate contract with the CITY. This will not be an "exclusive" contract and should not be construed as such. The CITY reserves the right, subject to negotiation and agreement, in writing, with the selected firm, to either expand or limit the scope of services as needed. The selected firm will be required to have personnel on-site to complete the tasks required by this scope of services. The selected firm will complete the required tasks in a timely and efficient manner.

ADDITIONAL INFORMATION: COE of Edinburg is requesting that RFP's be routed to: City Secretary, at 415 West University Drive, Edinburg, Texas 78541.

CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with COE, shall file a completed conflict of interest questionnaire with COE Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with COE; or (2) submits to COE an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with COE. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the City Secretary's Office. If mailing a completed conflict of interest questionnaire, mail to: City Secretary's Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: City Secretary's Office, City of Edinburg City Hall, 415 West University Dr., Edinburg, TX 78540. Proposers should contact its own legal counsel with any questions regarding the statute or form.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. COE will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: City of Edinburg reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request For Proposals (RFP) packet and to notify COE Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in COE Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: City of Edinburg requires submitters, when hand-delivering statements of qualifications, to have a City of Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: COE reserves the right to waive minor informalities or technicalities when it is in the best interest of COE.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of COE.

TERM The initial term of the contract shall be for one year from date of award, with an option to renew for two additional one-year terms at the discretion of the Edinburg City Council.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference will not be scheduled unless it is formally requested by all interested parties.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.

- To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: COE has the authority and express right to terminate any Agreement awarded under this RFP or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where COE finds that the Contractor's work is negligent, not satisfactory, with or without cause, or not in accordance with the Agreement requirements.

FIRM PRICING: Unless otherwise negotiated at the time of contract award, all fees for services shall remain fixed throughout the contract, including renewals. The City reserves the right to negotiate reductions in the price due to changes in the market conditions during the contract period and renewals.

ESCALATION/DE-ESCALATION: In subsequent terms, an annual price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered on the anniversary of the term. Price changes may not exceed 3% per year or the most recent 12 month CPI-U table, if less than 3% per annum.

RETENTION OF BIDDER MATERIAL: Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the Bidder.

SECTION II. RFP REQUIREMENTS

PURPOSE: The intent of this Request for Proposal and resulting contract is to provide Disaster Management and Recovery Planning Services during a declared emergency activation.

REQUEST FOR PROPOSALS: The COE requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Texas and other State and Federal agencies. The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any COE limitations will result in disqualification of the submitted RFP. A total of one (1) original and five (5) copies of the RFP shall be submitted to the address on the cover letter.

SUBMITTAL: For proper comparison and evaluation, COE requests that proposals address, at a minimum, the following format.

- **Cover Letter** - A brief introductory letter of representation.
 - *The cover letter should also:*
 - *Identify the submitting Proposer;*
 - *Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;*
 - *Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.*
- **Executive Summary** - A brief summary highlighting the most important points of the proposal. The Summary should include Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the COE. If used, the Summary should not exceed five pages.
- **Degree of Compliance** - A statement that all products and services quoted in proposal is in full accord with the specifications or a brief listing of all those specification sections to which the

Proposer takes exception. All explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

- **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, competence of management and key staff that would be assigned to the project, related services provided to government entities, existing customer satisfaction, a minimum of three (3) references including contact names, phone numbers and email addresses and current contracts for disaster related services which they are obligated to fulfill during the term of this agreement and a Parishment of litigation that the firm or staff is currently involved in, or has been involved in over the last (5) years, stating points of contention and results, if available.
- **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
- **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with Attachment 1: Financial Proposal – for RFP evaluation and Exhibits 1-3 for contracting purposes. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with COE. It shall include details about the firm's invoice process.

SECTION III. SCOPE OF SERVICES, TRAINING AND JOB REQUIREMENTS

SCOPE OF WORK/SERVICES

It is the intent of this agreement that the contractor will ensure that hazards to life and property are removed as quickly as possible and expenses be qualified for reimbursement from state and/or federal agencies to the maximum extent possible. The selected firm's response must be immediate, rapid, and efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place, to assure that the COE will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies. The scope of work is as follows but is not limited to:

A. DISASTER DEBRIS MONITORING SERVICES:

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas.

Specific services may include:

1. Coordinating daily briefings, work progress, staffing, and other key items with the City.
2. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.

3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Develop forms, databases, etc. for tracking field activities, submitting invoices to FEMA, FHWA, etc. Such forms, databases and invoices must be compatible with City software and approved by designated City personnel.
7. Assisting the City with responding to public concerns and comments.
8. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
9. Entering load tickets into a database application.
10. Digitization of source documentation (such as load tickets).
11. Developing daily operational reports to keep the City informed of work progress.
12. Development of maps, GIS applications, etc. as necessary.
13. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
14. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
15. Provide monitors to monitor disaster debris removal contractors to ensure collection is conducted in accordance with City, FHWA, FEMA and other required standards, including contractual provisions specified in City disaster debris collection contract. Ensure that only eligible debris quantities are being claimed for Public Assistance.
16. Provide monitors at designated check points to check and verify information on debris removal and at Debris Management Sites (DMSs) located throughout the City.
17. Debris monitors must have the ability to estimate debris quantities, differentiate between debris types, properly fill out load tickets and follow all safety procedures. Responsibilities of monitors include, but are not limited to:
 - a. Report issues to their direct supervisor which require action, such as safety concerns, debris removal contractor noncompliance and equipment use.
 - b. Properly and accurately complete and physically control load tickets.
 - c. Ensure that trucks are accurately credited for their load.
 - d. Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed, not compacted).
 - e. Ensure that hazardous wastes are not mixed in loads.

- f. Ensure that C&D debris is not mixed in loads of vegetative debris.
 - g. Ensure that all debris is removed from trucks at DMSs.
 - h. Report if improper equipment is used.
 - i. Report if debris removal contractor personnel safety standards are not followed.
 - j. Report if general public safety standards are not followed.
 - k. Report if completion schedules are not on target.
 - l. Ensure that only debris specified in the contract is collected and is identified as eligible or ineligible.
 - m. Assure work is within the assigned scope of work.
 - n. Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e., proper disposal of hazardous wastes).
 - o. Debris monitors are to submit daily reports on load quantities
18. Disaster related damage assessment and reconstruction services, as needed.
 19. Final report and appeal preparation and assistance.
 20. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal.
 21. Other disaster recovery services as requested by the City.

B. EMERGENCY MANAGEMENT PLANNING AND TRAINING

If requested by the City, the Consultant shall provide:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management and TDSRS.
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.

9. Other emergency management and consulting services identified and required by the City.

C. DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include City facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the City, with document preparation of permanent work projects.

OTHER AGREEMENTS:

- The selected firm(s) shall provide on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by COE's authorized representative shall be as binding as if given to the Firm(s).
- The selected firm(s) shall assist in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
- Adequately handle property damage claims which result from contractor's errors or omissions.
- CONSULTANT shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the CITY for processing. The CONSULTANT shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the CITY, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the CONSULTANT. The invoices shall be reviewed by the CONSULTANT to be accepted or rejected in a timely manner. The CONSULTANT shall issue in writing to the CITY and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring CONSULTANT shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the CITY's Project Manager for payment.
- CONSULTANT shall assist the CITY in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies by CITY staff and designated debris removal and disposal contractor(s).
- CONSULTANT shall assist in ensuring that processing of federal funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
 1. Review of debris contractor invoices
 2. Monitoring information
 3. Project Status Reports
 4. Completed Load tickets
 5. CONSULTANT payroll
 6. Review of debris contractor equipment hours of operation
 7. Vehicle certifications
 8. Start and end dates of the first debris removal pass and all subsequent passes
- CONSULTANT shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation

that pertains to debris recovery operations. The CONSULTANT shall stay current with FEMA and FHWA policies and procedures and notify the CITY's Project Manager immediately as changes occur.

- CONSULTANT shall be capable of providing a 1-800 service to respond and report on resident inquiries during the performance of debris removal and disposal activities.
- CONSULTANT shall provide regular status updates to the CITY's Project Manager for public information use.
- CONSULTANT shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the CITY's Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. A geodatabase shall be provided to the CITY with weekly updates. Upon request of the CITY, the CONSULTANT may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- CONSULTANT shall provide the CITY's Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:
 1. Overview of daily activities including status of damage complaints
 2. Cumulative debris tally by debris site
 3. Cumulative debris tally by day
 4. Summary of monthly debris removal efforts (cumulative and by debris site)
 5. Summary of mulch removal efforts (cumulative and by debris site)
 6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
 7. Stump volume by site
 8. Debris site status
 9. Labor force report
 10. Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the CITY

- CONSULTANT shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the CONSULTANT on behalf of the CITY and provided to the CITY upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy.
- CONSULTANT shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The CONSULTANT shall complete the Vehicle Certification Form provided for each

vehicle. The original Vehicle Certification Form shall be delivered to the CITY Project Manager or designee. The CITY Vehicle Certification Form will have the following information:

1. Vehicle make, model
2. Length
3. Width
4. Height
5. Volume in cubic yards
6. Tag number of vehicle
7. VIN number of vehicle
8. Vehicle type
9. Driver of vehicle name (printed) and signature
10. Sub-Contractor representative name (printed) and signature
11. Certification monitor name (printed) and signature certifying vehicle
12. Date
13. Vehicle certification number

- CONSULTANT's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the CITY'S Project Manager or designee.

JOB REQUIREMENTS:

Written daily reports denoting areas worked, quantities removed, quantity of equipment in service, area to be worked the following day or days, weather report, problems and issues noted, problems and issues corrected.

On a weekly basis, COE with both Debris Removal contractor and Debris Monitoring contractor, Strategic Targets will be identified for the following week and a compliance report will due the following week to account for the completion/non completion of each of the identified targets.

Accounting protocols include a bi-monthly reconciliation of records with the COE, Debris Removal contractor, and Debris monitoring contractor so that errors and omissions are handled expediently and that the quality of the accounting is established and reviewed.

PERFORMANCE MEASUREMENT/EVALUATION

Restoration of the affected areas of the COE to environmentally safe and economically viable conditions with the work done in compliance to the contract and applicable statues and codes that effect eligibility for reimbursement from applicable State and Federal agencies is the valuable final product against which performance will be measured.

COE reserves the right to randomly inspect and test personnel on duty to determine the FIRM's compliance with applicable rules, regulations professional standards and policies as they correspond to the emergency and its tasking orders. Personnel will be notified of the results of such tests. Documented failure to comply will be basis for termination.

SECTION IV. SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal along with the RFP or on short notice at a later time.

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFPs on a per project basis. After the RFPs have been ranked, the respective department will make a recommendation to COE Council.

NEGOTIATING PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. COE reserves the right to reject any and all RFPs.

SUBMISSION OF RFP SUBMITTED: RFPs must be submitted by no later than 3:00 p.m. on Monday, July 30, 2012. An original and five (5) copies of RFPs should be submitted to the address indicated on the **REQUEST FOR PROPOSALS** cover page:

SECTION V. FIRM AND RFP EVALUATION

The evaluation system consists of a 100 percentage point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. Only RFP's ranked in the top 15 percentile will continue to the next stage.

EVALUATION:

1. QUALIFICATIONS OF THE FIRM:

A. Contractor shall provide a description and history of the firm focusing on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Recent experience managing disaster debris collection operations including, but not limited to: damage assessment, Right-of-Way debris removal programs, leaner / hanger removal programs, processing site monitoring, and FEMA reimbursement.

B. Provide at least five references for which the firm has performed services within the past two (2) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 2,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract. A list and scope of the various projects for comparative purposes shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by COE. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 2,000,000 cubic yards of debris for each client. Recent debris monitoring from hurricanes, tornados or tropical storms is preferred.
2. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

3. METHODOLOGY

The RFP should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The RFP shall include the following:

- * Demonstrate an understanding of the scope of services
- * Address appropriate Federal/State/Local regulations and policies
- * Identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, COE, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFP should indicate, through past experience of the proposed Team, that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS

NUMBER OF CONTRACTS.

COE reserves the right to award one, more than one or no contract(s) in response to this RFP.

ADVANTAGEOUS CONTRACT.

The Contract, if awarded, will be awarded to the PROPOSER(s) whose Submittal(s) is/are deemed most advantageous to COE, in comporment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of COE Council.

FINAL SELECTION AND COE COUNCIL APPROVAL.

COE may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COE. However, final selection of a PROPOSER is subject to COE Council approval.

REMEDY OF TECHNICAL ERRORS.

COE reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the submittals received. COE also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

PREPARATION COSTS.

This RFP does not commit COE to enter into a Contract, award any services related to this RFP, nor does it obligate COE to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

INSURANCE AND INDEMNITY.

If selected, PROPOSER will be required to comply with the Insurance and Indemnity Requirements established herein or as prescribed by law.

INDEPENDENT CONTRACTOR.

PROPOSER agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that COE shall in no way be responsible for PROPOSER's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

PURCHASE ORDERS.

As Needed. Execution of a contract does not obligate COE to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at COE's discretion, as needed, and will be communicated to the PROPOSER through individual Purchase Orders.

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT

This proposal, submitted documents, and any negotiations, when properly accepted by COE, shall constitute a contract equally binding between the successful Proposer and COE. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible Proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with the Texas Local Government Code, Chapter 262.

Negotiations may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. All bidders will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

CONFLICT OF INTEREST

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY

All information disclosed by COE to successful Proposer for the purpose of the work to be done or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

ADDENDA

Any interpretations, corrections or changes to this RFP will be made by written addenda. Sole issuing authority of addenda shall be vested in COE Purchasing. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

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 the COE Purchasing.

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 COE Council.

VENUE

This agreement will be governed and venue construed according to the laws of the State of Texas, County of Hidalgo. This agreement is fully performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Proposer and will be treated as confidential by COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Proposer must meet the following requirements:

A prospective Proposer must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless COE 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 any negligent act or fault of the successful Proposer, or of any 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 and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The COE shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the COE urges the prime contractor to use Texas/ City of Edinburg vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the COE Project Manager. Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

INSURANCE REQUIREMENTS

Contractor shall furnish the COE with certificates of insurance effecting coverage(s) required by the RFP (see Attachment III–Insurance). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and must be approved by the COE before work commences. The COE reserves the right to require complete certified copies of all required policies, at any time.

SUBCONTRACTOR INSURANCE

The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

ERRORS AND OMISSIONS IN PROPOSAL

The COE will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The COE reserves the right to make corrections or clarifications due to patent errors identified in proposals by the COE or the Proposer. The COE, at its option, has the right to request clarification or additional information from the Proposer.

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

- meet delivery or completion schedules or
- otherwise perform in accordance with the accepted proposal or
- File for Bankruptcy.

Breach of contract or default authorizes COE to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with a thirty (30) days' written notice prior to the either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT

COE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of COE in the event of breach or default or resulting contract award.

NO GUARANTEE OF QUANTITIES

The COE reserves the right to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the COE nor any Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

PURCHASE ORDER

A purchase order(s) shall be generated by COE to the successful Proposer.

INVOICES

The invoices shall show:

- Name and address of successful Proposer;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- COE Purchase Order Number.
- Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT

Payment will be made upon receipt and acceptance by COE of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Proposer is required to pay subcontractors within the time period established by COE.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of COE.

FUNDING

Funds for payment have been provided through COE budget approved by the Edinburg COE Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current COE fiscal year shall be subject to budget approval.

FINDINGS CONFIDENTIAL

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under the pursuant contract are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than the appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written consent of the CITY.

RECORDS RETENTION AND REVIEW

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of three (3) years following notification by the CITY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by Texas Department of Emergency Management. (Note to Purchasing; FEMA requirement)

WRITTEN TASK ORDERS

The CITY shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Task Order has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Task Order. The City makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

PROPOSER'S CERTIFICATION OF OMB A-133 COMPLIANCE

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

NUMBER OF COPIES TO BE SUBMITTED:

COE requires one (1) original submittal and Five (5) copies.

ATTACHMENT I - FINANCIAL PROPOSAL

I have read and understand the requirements of this proposal, **RFP# 2012-20**, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken.

The hourly labor rates shall include all applicable overhead and profit.

POSITIONS HOURLY RATES

Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Project Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions:	Hourly Rates:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT II – RFP EVALUATION FORM

RFP EVALUATION FORM				
SELECTION CRITERIA	RIF RANGE	RIF MAX		EVALUATORS SCORE
PROPOSER'S QUALIFICATIONS/EXPERIENCE Contractor's ability to be there on time with the resources needed Including, but not limited to, i) Quantity, quality, and availability of management personnel, equipment and labor resources, ii) experience providing equal or greater level of services under the same or similar circumstances, and iii) demonstrates skills in their experience managing debris monitoring	0-20	20	=	
PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICING Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees.	20-60	60	=	
TECHNICAL PROPOSAL EVALUATION Confidence in approach and methodology, Contractor's ability, commitment, understanding of the project and familiarity with rules and regulations and the ability pre-plan, stage, and monitor the work, and its experience in handling accounting, reports, briefings and reimbursements	0-20	20	=	
TOTAL		100	=	
PROPOSER:				
EVALUATER				

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project and always totals 100%.

ATTACHMENT III – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and \$500,000 per occurrence consistent with potential exposure to COE under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000) arising out of the services provided to COE hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of COE consistent with potential exposure of COE under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming COE as an additional insured shall be submitted to COE for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to COE prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to COE. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____, Hereby acknowledge the
(Company/Vendor)

receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by COE of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

* Any license, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

CITY, State, Zip

ATTACHMENT VI – LITIGATION DISCLOSURE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VII – PROPOSER QUALIFICATIONS – GENERAL QUESTIONNAIRE

PROPOSER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: _____
(full, correct legal name)

Address: _____

Telephone/Fax: _____

1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes ___ No ___
2. Is your Company authorized and/or licensed to do business in Texas? Yes ___ No ___
3. Where is the Company's corporate headquarters located? _____
4. Does the Company have an office located in Edinburg, Texas? Yes ___ No ___ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)
5. State the number of full-time employees at the Edinburg office. _____
6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes ___ No ___ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office? _____ (years) _____ (months)
7. State the number of full-time employees at the Hidalgo County office. _____
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No ___
9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT VIII – 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 (City Secretary's Office) of the local government no 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 City Secretary's Office subject to above instructions.

THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE RFP:
<http://www.ethics.state.tx.us/forms/CIQ.pdf>

ATTACHMENT IX – SIGNATURE PAGE

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: _____

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

Telephone No. _____ Fax No. _____ e-mail _____

Print Name: _____ Signature: _____

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.

ATTACHMENT X – SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST

This checklist is to help the PROPOSER ensure that all required documents have been included in its submittal.

Document and Location in Submittal	Check or Initial to Indicate Document is Attached to Submittal
*Cover Letter	
*Financial Proposal (ATTACHMENT I in the RFP)	
*Insurance Requirement Acknowledgement(Letter from Insurance Provider and copy of current Insurance Certificate) (ATTACHMENT IV in RFP)	
*Project Requirements Acknowledgement (ATTACHMENT V in RFP)	
*Litigation Disclosure (ATTACHMENT VI in RFP)	
*Proposer Qualifications – General Questionnaire (ATTACHMENT VII in the RFP)	
*Conflict of Interest Questionnaire (ATTACHMENT VIII in the RFP)	
*Signature Page (ATTACHMENT IX in the RFP)	
Submittal Checklist (ATTACHMENT X in the RFP)	
1 Original* and 5 Copies of Submittal	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of submittal.