



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. 2012-21
DISASTER DEBRIS REMOVAL & RECOVERY 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

***Disaster Debris Removal & Recovery
Services***

RFP # 2012-21

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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DISASTER DEBRIS REMOVAL & RECOVERY SERVICES

SECTION I. GENERAL TERMS AND CONDITIONS

The City of Edinburg ("City") seeks to establish one or more pre-position contracts for removal of disaster generated FEMA eligible "Hazardous Trees", "Hazardous Limbs", "Hazardous Stumps", vegetative debris, and Construction Demolition debris (C&D) on an as need basis. Services under this contract may also include management of one or more Debris Management Sites (DMS), reduction of and/or final disposal of all storm generated debris, and other emergency clean-up activities associated with a hurricane, storm, tornado or other natural or manmade disaster. Proposing firms ("CONTRACTOR") should, at a minimum, have performed at least five (5) debris removal, reduction and disposal operations in excess of 500,000 cubic yards and provide references for the communities where these operations took place within the last seven (7) years.

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 bonafide 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 proposals, to have a City 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 contract term will be for three (3) years. At the City's option, the contract may be renewed up to two (2) additional years in one (1) year increments. Written notice of intent to renew shall be required, at the discretion of the Edinburg City Council.

PRE-PROPOSAL CONFERENCE: A Pre-Proposal Conference is scheduled at the Jasman Solid Waste Facility at 1:00 PM on Wednesday, July 25, 2012, located at 8601 N. Jasman Rd., Edinburg, Texas 78541. All interested parties should attend.

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 obtain proposals from and the services of a qualified professional for disaster debris and recovery services.

REQUEST FOR PROPOSALS: 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 three (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. Clean up, demolition and removal will be limited to (1) hazards that pose an immediate threat to life, public health, and safety; (2) hazards that pose an immediate threat of significant damage to improved public or private property, and; (3) hazards that pose a threat to areas which are considered essential to insure economic recovery and/or are of benefit to the community-at-large. The selected firm's response, after City notification, 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:

Disaster Debris Removal, Hauling, Disposal and Recycling

THE CONTRACTOR'S PRIMARY RESPONSIBILITIES ARE:

1. *Emergency street clearance of Eligible Debris from public and/or private rights of way (ROW) under the direction of COE:*
 - a. *This shall mean the cutting, tossing and/or pushing of debris from the primary transportation routes as identified and directed by COE. These services shall be performed for approximately the first 70 hours of the disaster, or with written authorization by COE.*
2. *Segregation of Eligible Debris:*
 - a. *This shall mean the separation of eligible debris by the CONTRACTOR at street/road level into four (4) categories: 1) woody vegetative and yard debris, construction and demolition (C & D) debris, 2) white goods and recyclables 3) hazardous and/or toxic waste (hazardous and toxic waste) and 4) any other disaster debris, such as bulky household waste/garbage, that FEMA deems is Eligible Debris.*
3. *Hauling Eligible Debris from designated Work Zones:*

- a. *This shall mean the collection and transportation of Eligible Debris from the authorized and approved work areas to the Final Disposition Site(s).*
4. *Final disposal and recycling of Eligible Debris:*
- a. *This shall mean the transportation of non-recyclable Eligible Debris to the city owned and maintained disposal facility. In addition, this shall also mean the transportation of all Eligible Debris considered recyclable to a recycling facility as defined broker or end-user approved by COE.*
5. *Management and Operations in the Work Zones:*
- a. *This shall mean the supervision and direction of CONTRACTOR haulers in the assigned Work Zones; maintaining equipment staging area(s); and the responsibility for traffic control in the Work Zones.*
6. *Preparation of reports as the COE may require:*
- a. *This shall mean Load Tickets, daily volume/tonnage reports of Eligible Debris removed, equipment/vehicle lists, daily timesheet tickets, finished production reports, crew location reports, final disposal scale tickets, recycling volume/tonnage reports, FEMA forms and any other reports needed by the COE to track expenses for debris removal operations.*

THE CONTRACTOR'S SECONDARY RESPONSIBILITIES ARE:

- 1. *Removal of Eligible Debris:*
 - a. *This shall mean the timely collection of eligible debris generated by natural or manmade disasters from public and/or private right(s) of way (ROW)*
- 2. *Collection and removal of Eligible Debris from COE-owned property, canals, waterways or other areas as directed by COE:*
 - a. *This shall mean assisting the COE and/or other Contractor(s) with the collection and hauling of Eligible Debris that has been removed from COE property, facilities and waterways to the TDSRS and/or Final Disposition Site(s).*

ADDITIONAL SERVICES:

The CONTRACTOR shall perform the additional services, including but not limited to the services listed below upon issuance of a Task Order by COE, and the Scope of Work shall be executed by the CONTRACTOR according to the approved terms:

- 1. *Private Property Demolition and Debris Removal*
- 2. *Hazardous and/or Toxic Waste Disposal*
- 3. *Dead Animal Carcasses*
- 4. *Fallen Trees*
- 5. *Hazardous Stumps and hangers*
- 6. *Fill Dirt*

7. Sand Screening
8. Freon Removal
9. Dewatering Operations

THE CONTRACTOR SHALL OFFER THE FOLLOWING ADDITIONAL SERVICES TO THE COE AT NO ADDITIONAL COST:

1. Training of Key COE staff on procedures to assure cooperation between contractor and COE staff
2. Preliminary Ground level Damage Assessment
3. Preliminary Aerial level Damage Assessment
4. Mobilization and Demobilization
5. Mobile Command Unit
6. Temporary Storage of Documents
7. Closure and Remediation of TDSRS
8. Reporting and Documentation

OTHER AGREEMENTS:

- Upon written authorization from COE, the selected firm(s) shall be allowed to subcontract debris removal or management but COE may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.
- 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.

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 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

TRUCK CERTIFICATION:

Prior to beginning any work, the CITY, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the CITY, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized CITY representative each time it returns to work from other contracts or communities.

CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

LOAD TICKETS:

Five (5) part Load Tickets will be provided by the CONTRACTOR for use by the CITY or its representative for recording volumes of debris removal. The Contractor's Load Tickets shall meet FEMA 325 recommendations. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Load tickets, with sequential ticket numbers shall be delivered to the CITY, in sufficient quantity to complete the project, by the CONTRACTOR. The CITY or its authorized representative will complete a load ticket for each load of debris at the loading site. The CITY representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the CITY representative at the Landfill. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the CITY representative present at the Landfill. The CITY representative will validate, enter the estimated debris quantity, and sign the tickets. The CITY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.

REPORTS:

The CONTRACTOR shall submit a report each morning prior to the scheduled Daily EOC Briefing. The report should accurately document the CONTRACTOR's resources and progress on debris removal operations, outstanding issues and provide coordination with the CITY and the CITY's representatives.

The report shall include but is not limited to the following:

- Estimated Daily and cumulative totals of each type of debris collected;
- Estimated number of days to complete the Task Order;
- Total number of load tickets indicating the number of each issued for every debris category removed the previous day;
- Location map showing cumulative and previous days roadways and public areas the CONTRACTOR has completed; indicating the "pass" crews are presently working;
- Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day;
- DMS(s) Site Hazard Analysis/Inspection Report;

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.

RFP SUBMITTED TO: An original and five (5) copies of RFPs should be submitted as instructed on the REQUEST FOR PROPOSALS cover page.

RFPs must be submitted by no later than 3:00 p.m. on Monday, July 30, 2012.

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. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e., applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Proposals (RFP). Similar experience gained through other clients should be substantiated by reference. 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.

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 comportment 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.

The City will not be responsible for any expenses incurred by any Bidder in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Edinburg and/or its representatives.

The Bidder and its agents shall treat all data and information gathered by the Bidder and its agents, including this RFP and all reports, recommendations, specifications, and data as confidential. The Bidder and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the City .

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. 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

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

	Eligible ROW Vegetative Debris Removal (Collect & Haul)	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of removal and transport of vegetative debris on the ROW to the CITY approved by DMS or other designated disposal facility.	100,000		
	*Alternative Price by Ton (do not include in Total)			
	Eligible ROW C&D Debris Removal (Collect & Haul)	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of removal and transport of C&D debris on the ROW to the CITY designated disposal facility.	40,000		
	*Alternative Price by Ton (do not include in Total)			
	Eligible Demolition, Removal, and Transport of Structures	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of all labor, equipment, fuel and miscellaneous cost necessary to demolish structures on private property.	50,000		
	*Alternative Price by Ton (do not include in Total)			
	DMS Management and Operations	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of the management and operations of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000		
	*Alternative Price by Ton (do not include in Total)			
	Grinding of Eligible Vegetation Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of all labor, equipment; fuel and miscellaneous cost necessary to reduce storm generated debris by grinding.	500,000		

	*Alternative Price by Ton (do not include in Total)			
	Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel and miscellaneous cost necessary to reduce storm generated debris by incinerations.	500,000		
	*Alternative Price by Ton (do not include in Total)			
	Disposal of Eligible Reduced Vegetative Debris at City Approved Final Disposal Site	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of loading and transport of reduced debris from a City DMS to a Final Disposal Facility	500,000		
	*Alternative Price by Ton (do not include in Total)			
	Removal of Eligible Hazardous Trees	Est. Quantity (Trees)	\$ Per Tree	Total
	Work consists of removing hazardous trees.			
	6 inch of 12.99 inch diameter	500		
	12 inch to 23.99 inch diameter	150		
	24 inch to 35.99 inch diameter	75		
	36 inch to 47.99 inch diameter	25		
	48 inch and larger diameter	5		
	Removal of Eligible Hazardous Limbs	Est. Quantity (Trees)	\$ Per Tree	Total
	Work consist of removing (cutting) hazardous limbs form trees. Unit price is per tree.	1000		
	Removal of Eligible Hazardous Stumps	Est. Quantity (Stumps)	\$ Per Stump	Total
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive prices.			
	Greater than 24 inch to 36.99 inch diameter	100		
	37 inch to 48.99 inch diameter	40		
	49 inch to larger diameter	5		
	Eligible HHW Removal, Transport and Disposal	Est. Quantity (Pounds)	\$ Per LB	Total
	Work consists of all labor, equipment, fuel and miscellaneous cost for removal, transportation and disaster of Eligible Household Hazardous Waste at City approved TSDF.	500		

		Est. Quantity	\$ Per Unit	Total
	Removal of Eligible Abandoned Vehicles			
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	25		
	Removal and Final Disposal of Eligible Putrescent Debris	Est. Quantity (Tons)	\$ Per Ton	Total
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the City and final disposal in City approved facility.	250		
	Eligible ROW White Goods Debris Removal and Recycling	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	500		
	*Alternative Price by Ton (do not include in Total)			
	CFC Removal from Eligible While Goods	Est. Quantity	\$ Per Unit	Total
	Work consists of the recovery and disposal of refrigerants form items containing CFC's.	250		
	Eligible Electronic Waste (e-waste) Removal and Recycling	Est. Quantity (Yards)	\$ Per CY	Total
	Work consists of the removal, transporting to City approved staging area and packaging for recycling.	50		
	*Alternative Price by Ton (do not include in Total)			
	Eligible Small Motorized Equipment Removal and Disposal	Est. Quantity	\$ Per Unit	Total
	Work consists of collection, oil and fuel recovery and disposal and recycling at a City approved facility.	50		
	Total Estimate Contract Price		\$	

**** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE RFP; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL**

QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.

ATTACHMENT II – RFP EVALUATION FORM

RFP EVALUATION FORM				
SELECTION CRITERIA	RIF RANGE	RIF MAX		EVALUATORS SCORE
PROPOSER'S QUALIFICATIONS/EXPERIENCE <i>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) skills in hazardous materials abatement, and availability of ancillary equipment and services such as temporary housing, mobile kitchen facilities, catering services, generators, etc. Use of local contractors, etc.</i>	0-20	20	=	
PROPOSER'S ITEMIZED AND TOTAL PROPOSED PRICING <i>Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees.</i>	20-60	60	=	
TECHNICAL PROPOSAL EVALUATION <i>Confidence in approach and methodology, Contractor's ability and commitment to i) pre-plan, stage, and monitor the work, and experience in handling hazardous waste materials and environments.</i>	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 _____,

Company/Vendor

Hereby acknowledge the 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

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>

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.

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

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

EXHIBIT 1- PRICE PROPOSAL FORM - UNIT PRICING VEGETATIVE, C/D, WHITE GOODS, TREE HAZARDS

Eligible ROW Vegetative Debris Removal (Collect & Haul)	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of removal and transport of vegetative debris on the ROW to the CITY approved by DMS or other designated disposal facility.	< 500,000		
	> 500,000		
*Alternative Price by Ton (do not include in Total)			
<hr/>			
Eligible ROW C&D Debris Removal (Collect & Haul)	Est. Quantity (Yards)	\$ Per Ton	Total
Work consists of removal and transport of C&D debris on the ROW to the CITY designated disposal facility.	< 40,000		
	> 40,000		
*Alternative Price by Ton (do not include in Total)			
<hr/>			
Eligible Demolition, Removal, and Transport of Structures	Est. Quantity (Yards)	\$ Per Ton	Total
Work consist of all labor, equipment, fuel and miscellaneous cost necessary to demolish structures on private property.	< 50,000		
	> 50,000		
*Alternative Price by Ton (do not include in Total)			
<hr/>			
DMS Management and Operations	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of the management and operations of DMS(s) for acceptance, management, segregation and staging of disaster related debris.	< 500,000		
	> 500,000		
*Alternative Price by Ton (do not include in Total)			

Grinding of Eligible Vegetation Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of all labor, equipment, fuel and miscellaneous cost necessary to reduce storm generated debris by grinding.	< 500,000		
	> 500,000		
*Alternative Price by Ton (do not include in Total)			
Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of all labor, equipment, fuel and miscellaneous cost necessary to reduce storm generated debris by incinerations.	< 500,000		
	> 500,000		
*Alternative Price by Ton (do not include in Total)			
Disposal of Eligible Reduced Vegetative Debris at City Approved Final Disposal Site	Est. Quantity (Tons)	\$ Per Ton	Total
Work consists of loading and transport of reduced debris from a City DMS to a Final Disposal Facility	< 500,000		
	> 500,000		
*Alternative Price by Ton (do not include in Total)			
Removal of Eligible Hazardous Trees	Est. Quantity (Trees)	\$ Per Tree	Total
Work consist of removing hazardous trees.			
6 inch of 12.99 inch diameter	500		
12 inch to 23.99 inch diameter	150		
24 inch to 35.99 inch diameter	75		
36 inch to 47.99 inch diameter	25		
48 inch and larger diameter	5		
Removal of Eligible Hazardous Limbs	Est. Quantity (Trees)	\$ Per Tree	Total
Work consist of removing (cutting) hazardous limbs form trees. Unit price is per tree.	< 1,000		

	> 1,000		
Removal of Eligible Hazardous Stumps	Est. Quantity (Stumps)	\$ Per Stump	Total
Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive prices.			
Greater than 24 inch to 36.99 inch diameter	100		
37 inch to 48.99 inch diameter	40		
49 inch to larger diameter	5		
Eligible HHW Removal, Transport and Disposal	Est. Quantity (Pounds)	\$ Per LB	Total
Work consists of all labor, equipment, fuel and miscellaneous cost for removal, transportation and disaster of Eligible Household Hazardous Waste at City approved TSDF.	500		
Removal of Eligible Abandoned Vehicles	Est. Quantity	\$ Per Unit	Total
Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	25		
Removal and Final Disposal of Eligible Putrescent Debris	Est. Quantity (Tons)	\$ Per Ton	Total
Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the City and final disposal in City approved facility.	250		
Eligible ROW White Goods Debris Removal and Recycling	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	500		
*Alternative Price by Ton (do not include in Total)			
CFC Removal from Eligible While Goods	Est. Quantity	\$ Per Unit	Total
Work consists of the recovery and disposal of refrigerants form items containing CFC's.	250		

Eligible Electronic Waste (e-waste) Removal and Recycling	Est. Quantity (Yards)	\$ Per CY	Total
Work consists of the removal, transporting to City approved staging area and packaging for recycling.	50		
*Alternative Price by Ton (do not include in Total)			
Eligible Small Motorized Equipment Removal and Disposal	Est. Quantity	\$ Per Unit	Total
Work consists of collection, oil and fuel recovery and disposal and recycling at a City approved facility.	50		

EXHIBIT 2 – PRICE PROPOSAL FORM – HOURLY PRICING Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) And Publicly Owned Property (other than Rights-of-Way)

FEE SCHEDULE –HOURLY PRICES

PERSONNEL

<i>DESCRIPTION</i>	<i>RATE PER HOUR</i>
<i>LABORER WITH CHAIN SAW</i>	
<i>LABORER WITH SMALL TOOLS</i>	
<i>TRAFFIC CONTROL FLAG PERSON</i>	
<i>CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK</i>	
<i>OPERATIONS SUPERVISOR</i>	

EQUIPMENT

<i>DESCRIPTION</i>	<i>COST</i>	<i>UNIT</i>
<i>30-60 TON CRANE</i>		<i>HOUR</i>
<i>61-90 TON CRANE</i>		<i>HOUR</i>
<i>100 – TON CRANE</i>		<i>HOUR</i>
<i>AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM</i>		<i>HOUR</i>
<i>TUB GRINDER, 800 – 1,000 HP</i>		<i>HOUR</i>
<i>BACKHOE LOADER</i>		<i>HOUR</i>
<i>SKID STEER LOADER</i>		<i>HOUR</i>
<i>BROOM TRCTOR</i>		<i>HOUR</i>
<i>BUCKET TRUCK WITH 50’ – 60’ ARM</i>		<i>HOUR</i>
<i>BULLDOZER, TRACKED, D5 OR SIMILAR</i>		<i>HOUR</i>
<i>BULLDOZER, TRACKED, D6 OR SIMILAR</i>		<i>HOUR</i>
<i>BULLDOZER, TRACKED, D7 OR SIMILAR</i>		<i>HOUR</i>
<i>BULLDOZER, TRACKED, D8 OR SIMILAR</i>		<i>HOUR</i>

<i>DUMP TRUCK, 5-12 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>DUMP TRUCK, 12-20 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>DUMP TRUCK, 21-40 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>DUMP TRAILER WITH TRUCK, 31-60 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>GENERATOR WITH LIGHTING, MOBILE</i>		<i>HOUR</i>
<i>GRADER WITH 12' BLADE</i>		<i>HOUR</i>
<i>HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS</i>		<i>HOUR</i>
<i>PICKUP TRUCK</i>		<i>HOUR</i>
<i>FLATBED TRUCK</i>		<i>HOUR</i>
<i>LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT</i>		<i>HOUR</i>
<i>WATER TRUCK</i>		<i>HOUR</i>
<i>SERVICE TRUCK</i>		<i>HOUR</i>
<i>FRONT-END LOADER, 950 OR SIMILAR</i>		<i>HOUR</i>
<i>FRONT-END LOADER, 966 OR SIMILAR</i>		<i>HOUR</i>
<i>FRONT-END LOADER, 980 OR SIMILAR</i>		<i>HOUR</i>
<i>FRONT-END LOADER/BACKHOE 1.0-1.5 CUBIC YARD CAPACITY</i>		<i>HOUR</i>
<i>SOIL COMPACTOR, UP TO 80 HP</i>		<i>HOUR</i>
<i>SOIL COMPACTOR, 81 + HP</i>		<i>HOUR</i>
<i>TEMPORARY OFFICE TRAILER</i>		<i>DAY</i>
<i>MOBILE COMMAND AND COMMUNICATIONS TRAILER</i>		<i>DAY</i>

EXHIBIT 3 – PRICE PROPOSAL FORM – HOURLY PRICING DISASTER RECOVERY – HAZARDOUS MATERIALS REMEDIATION & ABATEMENT

PERSONNEL

<i>PROJECT CLASSIFICATION</i>	<i>Rate per Hour</i>
<i>PROJECT COORDINATOR</i>	
<i>FIELD HAZ MATERIAL MANAGER</i>	
<i>HM CONTAIN AREA MANAGER</i>	
<i>FIELD PROJECT SUPERVISOR</i>	
<i>HM AREA SUPERVISOR</i>	
<i>FIELD PROJECT FOREMAN</i>	
<i>HM CONTAINMENT AREA FOREMAN</i>	
<i>FIELD HM TECHNICIAN</i>	
<i>HM CONTAIN AREA TECHNICIAN</i>	
<i>HEALTH & SAFETY SPECIALIST</i>	
<i>PROJECT ENGINEER</i>	
<i>PROJECT GEOLOGIST</i>	
<i>CHEMIST</i>	
<i>REGULATORY MANAGER</i>	
<i>EQUIPMENT OPREATOR</i>	
<i>ASBESTOS ABATEMENT SUPREVISOR</i>	
<i>ASBESTOS ABATEMENT WORKER</i>	
<i>ASBESTOS INSPECTOR</i>	
<i>TRUCK DRIVER</i>	
<i>ADMINISTRATIVE ASSISTANT</i>	
<i>CLERICAL</i>	

VEHICLES/TRANSPORTATION

DESCRIPTION	COST	UNIT
PICKUP TRUCK		DAY
PICKUP TRUCK EXTENDED CAB		DAY
PICKUP TRUCK 4 X 4		DAY
PICKUP TRUCK 1 TON		DAY
BOX TRUCK		DAY
PASSENGER CAR		DAY
20' RESPONSE TRAILER		DAY
36' RESPONSE TRAILER		DAY
OFFICE TRAILER		DAY
FLATBED TRAILER		DAY
VEHICLE USE – PICKUPS, VANS, CARS		MILE
VEHICLE USE – TRAILER, HEAVY TRUCKS		MILE
12' WORKBOAT W/MOTOR		DAY
12' WORKBOAT W/O MOTOR		DAY
VACUUM TRUCK 3500 GALLON		DAY

PERSONAL PROTECTIVE EQUIPMENT (PPE)

DESCRIPTION	COST	UNIT
LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)		DAY
LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)		DAY
LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE		DAY

COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)		
SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE		EACH
CASCADE AIR SYSTEM PER EMPLOYEE		DAY
AIR FILTRATION PANAL		DAY
AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE		DAY
RESPIRATOR AIRLINE 50' SECTION		EACH
RESPIRATOR CARTRIDGES		PAIR
LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL		EACH
LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL		EACH
TYVEK		EACH
PROSHIELD		EACH
SARANEX		EACH
ACID SUIT		EACH
RAIN SUIT		EACH
NEOPRENE GLOVES		PAIR
NITRILE GLOVES		PAIR
SILVERSHIELD GLOVES		PAIR
PVC GLOVES		PAIR
COTTON OR LATEX GLOVES		PAIR
LEATHER WORK GLOVES		PAIR
PVC BOOTS (HAZMAT)		PAIR
BOOT COVERS		PAIR
HEARING PROTECTION		PAIR
HIGH HAZARD PERSONNEL DECONTAMINATION		DAY
PORTABLE EYEWASH STATION		DAY
FIRST AID STATION		DAY

PERSONNEL RETRIEVAL SYSTEM		DAY
PERSONNEL RETRIEVAL HARNESS		DAY

DIASTER RECOVERY MONITORING/SAMPLING EQUIPMENT

DESCRIPTION	COST	UNIT
COMBUSTION GAS INDICATOR		DAY
TOXIC GAS DETECTOR		DAY
PHOTOIONIZATION DETECTOR		DAY
HAZMAT KIT		DAY
DETECTOR TUBES		TEN PACK
PH PAPER		PACK
SPILL CLASSIFIER		STRIP
PERSONNEL AIR SAMPLING PUMP		DAY
ASBESTOS BULK SAMPLE		EACH
HAND AUGER STAINLESS STEEL		DAY

HEAVY EQUIPMENT

DESCRIPTION	COST	UNIT
MECHANIZED BROOM		HOUR
BACKHOE (35.00/HOUR AFTER 8 HOURS)		DAY
BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)		DAY
TRACKHOE 490 OR EQUIVALENT (80.00/HOUR AFTER 8 HOURS)		DAY
BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)		DAY
12 TON LOWBOY (_____/HOUR AFTER 8 HRS)		DAY

50 TON LOWBOY (_____/HOUR AFTER 8 HRS)		DAY
SKID STEER (BOBCAT) (_____/HOUR AFTER 8HRS)		DAY
DUMP TRUCK(12 yd)(_____/HOUR AFTER 8 HRS)		HOUR

RECOVERY EQUIPMENT

DESCRIPTION	COST	UNIT
HAND OPERATED TRANSFER PUMP		DAY
1" DIAPHRAGM PUMP		DAY
2" DIAPHRAGM PUMP		DAY
2" DIAPHRAGM PUMP SS		DAY
3" DIAPHRAGM PUMP		DAY
1" SUCTION OR DISCHARGE HOSE		DAY
2" SUCTION OR DISCHARGE HOSE		DAY
3" SUCTION OR DISCHARGE HOSE		DAY
4" Trash Pump		DAY
6" Trash Pump		DAY
8" Trash Pump		DAY
10" Trash Pump		DAY
12" Trash Pump		DAY
14" Trash Pump		DAY
16" Trash Pump		DAY
18" Trash Pump		DAY
4" SUCTION OR DISCHARGE HOSE		DAY
6" SUCTION OR DISCHARGE HOSE		DAY
8" SUCTION OR DISCHARGE HOSE		DAY
10" SUCTION OR DISCHARGE HOSE		DAY

12" SUCTION OR DISCHARGE HOSE		DAY
14" SUCTION OR DISCHARGE HOSE		DAY
16" SUCTION OR DISCHARGE HOSE		DAY
18" SUCTION OR DISCHARGE HOSE		DAY
2" CHEMICAL SUCTION OR DISCHARGE HOSE		DAY
3" CHEMICAL SUCTION OR DISCHARGE HOSE		DAY
SMALL COMPRESSOR		DAY
185 CFM COMPRESSOR		DAY
AIRHOSE SECTION		DAY

MISCELLANEOUS EQUIPMENT

DESCRIPTION	COST	UNIT
PORTABLE LIGHT STAND		DAY
4000-5000 WATT GENERATOR		DAY
ELECTRICAL CORD SECTION (50')		DAY
SPIKE BAR		DAY
AIRLESS SPRAYER		DAY
PRESSURE WASHER		DAY
WATER HOSE SECTION (GARDEN)		DAY
CUTTING TORCH		EACH
WIRE WELDER		DAY
AIR BLOWER		DAY
HEPA VAC		DAY
BARREL CART		DAY
WHEELBARROW		DAY
OIL DRY SPREADER		DAY
TRAFFIC CONTROL VESTS, CONES, FLAGS,		DAY

BARRELS, ETC.		
DRILL WITH BITS		DAY
GROUNDING CABLE AND ROD		DAY
CIRCULAR SAW		DAY
HAND TOOLS PER EMPLOYEE SHOVELS,SCOOPS, BROOMS, RAKES, HOES, ETC.		DAY
TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.		DAY
WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS,CHANNEL LOCKS		DAY
STEP LADDERS		DAY

EXTENSION LADDERS		DAY
PHOTOGRAPHIC EQUIPMENT		DAY
PORTA JOHN		DAY
FLASHLIGHTS		EACH
HANDHELD RADIOS		DAY
DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT		

MATERIALS/DISPOSABLES

DESCRIPTION	COST	UNIT
5" X 10' ABSORBENT BOOM – PETROLEUM		EACH
8" X 10' ABSORBENT BOOM – PETROLEUM		EACH
3' X 12' ABSORBENT GOOM – UNIVERSAL		EACH
ABSORBENT PADS BUNDLE – PETROLEUM		EACH
ABSORBENT PADS BUNDLE – UNIVERSAL		EACH
ABSORBENT CLAY BAG		EACH

<i>OIL DRY</i>		<i>EACH</i>
<i>PEAT MOSS</i>		<i>EACH</i>
<i>VERMICULITE</i>		<i>EACH</i>
<i>SODA ASH BAG</i>		<i>EACH</i>
<i>4 MIL 20 X 100 POLYETHYLENE</i>		<i>EACH</i>
<i>6 MIL 20 X 100 POLYETHYLENE</i>		<i>ROLL</i>
<i>6 MIL BAGS</i>		<i>EACH</i>
<i>DUCT TAPE</i>		<i>ROLL</i>
<i>55- GALLON DRUMS</i>		<i>EACH</i>
<i>55- GALLON DRUMS LINER 10 MIL</i>		<i>EACH</i>
<i>FIBER DRUMS</i>		<i>EACH</i>
<i>30- GALLON OVERPACK</i>		<i>EACH</i>
<i>95 GALLON POLY OVERPACK</i>		<i>EACH</i>
<i>DOT HAZARDOUS WASTE LABELS</i>		<i>EACH</i>
<i>FIRE EXTINGUISHER</i>		<i>EACH</i>
<i>CAUTION/HAZARD TAPE</i>		<i>EACH</i>
<i>RESPIRATOR WIPES</i>		<i>EACH</i>
<i>KAPPLER TAPE</i>		<i>ROLL</i>