



## WHARTON COUNTY, TEXAS

### RFP – DISASTER DEBRIS REMOVAL MONITORING

#### GENERAL INFORMATION

- Submit to: Commissioners' Court of Wharton County  
County Auditor  
Wharton County Courthouse Annex  
309 E. Milam, Suite 300  
Wharton, Texas 77488
- For: Wharton County Debris Removal Monitoring
- Due Date:** **Thursday, October 6, 2022, until 10:00 a.m.** All bids will be date and time stamped. Bids received after the specified time will not be considered.
- Presentation: October 10, 2022 at 9:30 a.m. during the regular session of the Commissioners' Court in the Courthouse Annex, 309 E. Milam, Suite 602, Wharton, Texas.
- Published: *Wharton Journal-Spectator* issue of September 14 and September 21, 2022  
*El Campo Leader-News* issue of September 14 and September 21, 2022  
Wharton County website ([www.co.wharton.tx.us](http://www.co.wharton.tx.us))
- Contact: Russell McDougall, Emergency Management Coordinator, (979) 532-1550
- Objectives: Wharton County seeks proposals for debris removal monitoring consisting of:
- Monitoring of the work to be performed including overseeing the loading of the haul trucks and upon return from the designated landfill, reviewing the load ticket received which indicates tons hauled.

#### GENERAL CONDITIONS

Bids must be submitted on the bid form included in this package. Bids **must** be signed by principal or officer authorized to bind the bidder. All pages are to be initialed and returned. Bids must be sealed and clearly marked "**Debris Removal Monitoring**" on outside of envelope or in the subject line of email along with bidder's name and return address prominently displayed.

Section 2252.908 was added to the Government Code by the 84<sup>th</sup> Texas Legislature through the adoption of House Bill 1295. The law states that the County may not enter into a contract with a business entity unless a Certificate of Interested Parties (Form 1295) is provided to the County at the time the contract is considered for action by Commissioner's Court.

The Texas Ethics Commission promulgated rules to implement the law and established an online portal

[https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form%201295.htm) A business entity will generate Form 1295 online.

All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. The completed conflict of interest questionnaire must be filed with the Wharton County Clerk not later than the seventh business day after the response to a request for proposal or bid is submitted. <https://www.ethics.state.tx.us/forms/CIQ.pdf>  
Any questions can be directed to the Texas Ethics Commission in Austin.

Wharton County awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement.

Wharton County reserves the right to award this bid to the responsible bidder who submitted the lowest and best bid or reject any and/or all bids and act in the best interest of the County. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Time-line and performance are critical factors in the selection process. The successful bidder must possess adequate resources to expedite the debris removal within the time frame allotted.

**SALES TAX** - Wharton County is exempt from sales tax by law. Wharton County will furnish, upon request, sales tax exemption forms to the bidder that is awarded bid. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by State.

# Scope of Services

The County of Wharton, Texas (County) is seeking to establish a pre-event contract with a qualified firm to provide disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. The contract will be dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. The awarded disaster debris monitoring management contractor (hereinafter referred to as DMC) shall advise and support the County during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the County's debris removal contractor(s) (hereinafter referred to as DRC) and recommending efficiencies to improve and expedite DRC recovery work.

## General

Monitoring debris removal operations requires comprehensive observation and documentation of the debris removal work performed from point of collection to final disposal.

In the event of a disaster or emergency, the DMC shall service the County first and be on-call to provide disaster debris monitoring management services necessary to ensure the safety and well-being of all residents and visitors to the County. Response will be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Notice to Proceed issued by the County.

The response of the DMC to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to ensure compliance with Texas Commission on Environmental Quality (TCEQ) regulations, Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), FEMA reporting requirements and any other federal, state, or local regulation to ensure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from the appropriate federal, state, and private agencies. The DMC shall monitor the DRC's progress and suggest and assist with implementing recommendations to improve efficiency.

Contractor and personnel shall stay current with FEMA and FHWA policies and procedures and promptly notify the County or designee as changes occur.

## Description of Services

The DMC shall provide disaster debris monitoring management services to support the County in the management of disaster debris removal & recovery resulting from but not limited to catastrophic events such as hurricanes, floods or tornadoes. When a major disaster occurs or is imminent, the County will contact the DMC to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-way's, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the DMC should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Wharton County.

Contractor shall be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. Contractor shall meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act whenever possible.

The DMC shall monitor DRC activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is from public property or right-of-way and is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick-up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working efficiently and in its assigned contract areas; verification that all debris management sites have access control and security.

These services will include the following activities but are not limited to:

1. Project Manager Responsibilities:

- Ensure a sufficient number of trained debris monitors are available to monitor the "first push", cut and toss debris clearance operations;
- Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities;
- Provide tower/disposal site monitors to observe and record all debris loads entering the debris management sites;
- Provide tower/disposal site monitors to observe and record all debris loads exiting the debris management sites for final disposal;
- Provide data entry and document processing personnel if applicable;
- Conduct safety meetings with field staff as necessary;
- Coordinate daily briefings with the County and the DRC, daily status reports of work progress and staffing;
- Ensure the timely acquisition and retention of documentation of environmental authorizations and or permits for debris management sites and final disposal;
- Review and reconcile debris removal contractor invoices submitted to the County; and,
- Ensure preparation and submission of interim operations and status reports and a final report, as directed by the County.

2. Field Monitoring Staff Responsibilities:

DMC shall provide sufficient trained staff in sufficient numbers to adequately monitor all operations supervised by the Field Managers. Duties of monitors shall include, but are not limited to, the following:

- Accurately measure and certify truck capacities (recertify on a regular basis).
- Quality assurance/control of truck certification measurements throughout the life of the project.
- Properly and accurately complete and physically control load tickets (in tower and field).
- Ensure that trucks are accurately credited for their load.
- Ensure that trucks are not artificially loaded (ex: debris is wetted, debris is fluffed or not compacted).

- Validate hazardous trees, including hangers, leaners, and stumps.
- Ensure that hazardous wastes are not mixed in loads.
- Ensure that all debris is removed from trucks at Debris Management Sites (DMS).
- Report if improper equipment is mobilized and used.
- Report if contractor personnel safety standards are not followed.
- Report if general public safety standards are not followed.
- Report if completion schedules are not on target.
- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible).
- Assure that force account labor and/or DRC work is within the assigned scope of work.
- Monitor site development and restoration of DMS.
- 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).
- Record the types of equipment used (Time & Materials contract).
- Record the hours equipment was used, including downtime of each piece of equipment by day (Time & Materials contract).
- Disposal Site / Tower Monitors shall observe and record truck quantity estimates of inbound and outbound debris.
- Exit Site Monitors shall observe that all outbound trucks are fully discharged of their loads prior to exit from DMS.
- Ensure that accurate, legible and complete documentation is provided through load tickets, truck certifications and/or other logs and reports, as required.
- Maintain photographic documentation of debris removal trucks and activities, specifically hazardous stump removal process, hangers, leaners or tree removal and/or other special or unusual occurrences in the field.
- Document and report activities to the County which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- Document and report to the County damages which occur on public or private property as a result of DRC operations.
- Document and report to the County any violations of TCEQ debris site conditions.
- If TCEQ debris site conditions are violated the DMC shall oversee tasks, sufficiently to satisfy the TCEQ, performed by the DRC.

3. Data collection/documentation.

4. Management of designated debris staging and processing sites.
5. Review and validate DRC invoices prior to submission to County for processing and payment.
6. Provide other project management services, including emergency communications.
7. FEMA compliance monitoring/audit oversight, and reimbursement support, including but not limited to:
8. Field monitoring
9. Truck and trailer certification
10. Load ticket process development, validation and all accounting services
11. Filing/reporting of documents for FEMA reimbursement process
12. Infrastructure damage and repair assessments.

## Data Management and Documentation

The DMC shall ensure all necessary documentation is provided to the County as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program or other applicable federal, state or local agencies.
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation and locations of work performed during the time and materials phase of operations.
3. Completion of truck certifications, equipment certifications and establishment of a *Quality Assurance and Quality Control (QA/QC)* program throughout the life of the project.
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program e.g., FEMA PA, other federal, state or local programs, etc.
5. Documentation of eligible hazardous stump removal, hangers, leaners or tree removal which includes photographic records, GPS coordinates, street or milepost identifier and/or other information as available and applicable.
6. Environmental authorizations and/or permits as applicable.
7. Daily electronic spreadsheet summaries of cubic yards/tons collected, specified by governing federal public assistance program. The daily summary shall be communicated to the County or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or state agencies.
9. Provide certified weigh master if requested.
10. Assist the County in creating field maps using GIS or equivalent, as well as track and present contractor progress in GIS, or equivalent.

11. Organize, maintain and provide to the County electronic copies of cost justification documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the County upon completion of the project.

## Reporting

The DMC shall provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the County), as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material, cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in the field, cubic yards/tons by debris type hauled to final disposition and location of final disposal, and total cubic yards/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the County. A final report covering the history of the operations; the locations of debris management sites; remediation and debris management site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

## Meetings/Communications

- Conduct daily meetings with the County and the DRC.
- Conduct field meetings as needed.
- Provide phone consultations and reference information to County staff upon request.

## Permits

DMC shall:

- Assist the County with any permit applications and coordination with environmental agencies, clarifying and resolving any compliance issues;
- Assist the County with any pre- or post-sampling of soil and groundwater, and,
- Monitor compliance by the DRCs to any permit requirements.

## Other Related Services

- Perform damage assessments to determine areas impacted, and quantities and types of debris.
- Training of selected County staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with contractors, county, state, and federal agencies as directed by the County or designee.

- Additional Services - Services not specifically identified in any written agreement derived from this request may be added to the agreement upon mutual written consent of the contracting parties without further competition.

## Annual Services

DMC shall provide the following annual services at no additional cost to the County:

- Attend one (1) meeting annually for pre-event planning.
- Prepare and present at the annual meeting, a written plan of operations to the County, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors.
- Review and visit with County staff, the DMS location(s) to be used (as applicable).

## Monitoring Locations

Anticipated locations to be monitored:

1. Temporary Debris Management Site(s)

## Invoicing/Payment

- DMC shall submit invoices on a bi-weekly basis to the County that coincides with the debris removal invoice.
- DMC shall ensure all contract quantities for both DRC and DMC are documented and recorded according to current federal requirements, including time at disposal sites estimating loads on incoming and outgoing debris loads.
- Maintain a database of all contract quantities and perform DRC invoice verification for the County and resolving any discrepancies that may exist.
- All invoices shall be submitted in an acceptable format to the County in an electronic and hard copy format with daily reports as supporting documentation. The invoices shall be submitted in accordance with federal, state, and local rules, regulations, and laws.
- Payment Schedule: Invoices will be processed for payment only after approval by the County's Debris Manager or designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the County's Debris Manager or designee
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.



- Billable time shall be limited to hours when debris-hauling trucks are in operation. The County's Debris Manager or designee shall determine the hours of truck operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

**REVISED: 9/22/22 THE ABOVE PARAGRAPH HAS BEEN REMOVED FROM THIS DOCUMENT**

- All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The DMC shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.
- No overtime rates will be paid.
- Final invoice shall be submitted to the County no later than thirty (30) calendar days following final acceptance of the individual task requested by the County.

## Evaluation Criteria

### Proposal Evaluation

The County will review all qualified responses to this RFP and select the proposal that is determined to be in the best public interest in accordance with the intent of this RFP. All proposals will first be screened for adherence to the requirements of this RFP. The County will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the County.

The County reserves the right to waive any informality in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the County shall be final.**

### Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated using the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation Committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Total Point assignments from each Committee member will be added together for a total overall score. This total score for each Proposer will determine the order of the Proposer's ranking.

Evaluation Criteria	Maximum Points
Qualifications/Experience	20
Resources and Availability	20
Project Approach & Management	15
FEMA Reporting & Reimbursement	20
Compensation	25
<b>Total</b>	<b>100</b>

# Proposal Content

Proposals submitted in response to this RFP should follow the format described below. You are asked to respond fully and accurately to all questions/requests.

Proposals should be organized, tabbed by letters below and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE PROVIDED IN 3 COPIES AND BE EASILY REPRODUCIBLE. DO NOT BIND OR STAPLE ORIGINAL. ALL PROPOSAL COPIES SHALL BE SUBMITTED IN BINDERS.**

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear, detailed responses to each criterion below:

## Qualifications/Experience

Describe your firm's qualifications and experience for providing the County the requested services. Include in your response:

- General information about your firm including the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract, if awarded, number of years providing these services, and number of staff your firm employs.
- Identify the Project Manager and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall be identified.
- Organizational Structure and Chain of Command Chart
- Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) and reimbursement rules and procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in this RFP.
- Past Performance: Provide list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
- Documentation of past safety performance. Include company's safety log summaries to the OSHA and those of proposed subcontractors for 2018, 2019 and 2020 calendar years.
- Describe the types of problems your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.
- State your firm's bonding capacity. Attach letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.

- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.
- Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.

## Resources & Availability

This section shall clearly define the availability of the Proposer's managers and key personnel, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
- Subcontractors: Provide list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
- Equipment: Provide details of firm's fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm's equipment and supplies. The County expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
- Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per year and a percentage of total workload for all key project personnel.
- Current Contracts: Provide list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include name of public agency, their contact information, FEMA contacts (if available). Describe firm's ability to manage activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the County with firm's full force of manpower and equipment.
- Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest D & B report.

## Project Approach & Management

The information presented shall be in enough detail to enable the County to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

1. Provide your firm's procedures for disaster debris monitoring including but not limited to:
  - Mobilizing procedures (including subcontractors). Provide breakdown of time required to perform each associated task.
  - DMS monitoring procedures, including, truck capacity monitoring, truck load verification, ineligible debris, C & D debris, hazardous waste, HHW, e- waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear contaminated debris, site safety plan
  - Tracking source location, debris type, and documentation to County and FEMA.
  - Managing subcontractors and field staff
  - Specialized debris removal services
  - Employee Training Program
  - Health and Safety program
  - Data management
  - Incident Reporting
  - Quality Control program
  - Vehicle certification procedures
  - Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction
  - Load tickets and associated reporting processes
  - Documenting, tracking, and resolving issues or damages
  - Documenting, tracking and resolving complaints
  - Reporting (daily progress reports, etc.)
  - DRC invoice reconciliation and data management
  - Communications during a disaster event recovery
  - Demobilization
  - Audit support
2. Provide additional pertinent information as needed.
3. Describe materials and assistance needed from the County

## FEMA / Other Government Agencies with Jurisdiction - Reporting and Reimbursement

Describe firm's reporting and reimbursement management program.

### Compensation

Provide compensation schedule on **Attachment A**. The hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation).

### Insurance

Provide a copy of current insurance certificates or policy declarations' page. The County will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate general liability, auto liability, professional liability (errors and omissions), and workers compensation insurance coverage via a certificate of insurance or copy of policy declaration pages. Describe how you would provide same and in what coverage amounts.

### Conflict of Interest

Please list any political contributions of money, in-kind services, or loans made to any member of a County council within the last three years by the firm and any of its agents or employees assigned to this project.

### Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the County's Substance Abuse Guidelines, the County reserves the right to inspect all contractor work areas, which include any personal items brought onto County premises including personal vehicles. Any violation of the provisions of the County Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

### References

Provide three professional references from projects as similar as possible to the proposed project. Include with each, the name, address, email address and work telephone number of the reference as well as a brief description of the nature of the professional association.

### Exceptions

Provide all exceptions to RFP terms and condition (cite specific RFP sections applicable to each exception). These exceptions shall be considered to be negotiable items and any final agreements will be in addition to the County's Standard Terms and Conditions as well as any future terms and conditions incorporated via Addendum to this RFP.

# Additional Condition of Award

## DISCLOSURE OF INTERESTED PARTY FORM:

### NEW OBLIGATION OF THE COUNTY/COUNTY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the County may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the County as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the County of Wharton is the best bid received, the County or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 4:00pm on the Tuesday following award by Commissioners Court, file the materials described below.

### PROCESS FOR COMPLETING THE DISCLOSURE FORM

The Disclosure Form can be found at <https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of County: County of Wharton
- (b) item 3 – the identification number: Disaster Debris Removal, and
- (c) item 3 – description of the goods or services assigned to this contract by the County: Disaster Debris Removal Services

You must:

- 1) complete the Disclosure Form electronically at the TEC’s “electronic portal”, and
- 2) print, sign and deliver a NOTARIZED copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

The following link will take you to the electronic portal for filing:  
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Neither the County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

# Attachment A - Pricing Schedule

## Disaster Debris Management & Monitoring Services

Hourly rates shall include all costs including overhead and profit, lodging, meals, and transportation.

### Section A – Listed Staff Positions

Item No.	Position	Estimated Project Hours*	Hourly Rate	Extended Cost
1	On-Site Project Manager	112		\$
2	DMS and Field Supervisors	336		\$
3	Field Monitors	4,200		\$
4	DMS and Tower Monitors	840		\$
5	GIS Specialist	40		\$
6	Data Manager	40		\$
7	Billing/Invoice Analyst	40		\$
8	Data Entry/Administrative Staff	250		\$
<b>Total Section A</b>				\$

\*Quantities and hours shown above are for price proposal evaluation purposes only and do not represent actual or anticipated volume of contract work.

### Section B – Additional Required Staff Positions

List all other positions not listed in Section A, along with the hourly rate, that Proposer will utilize to perform the services presented in this RFP.

Item No.	Position	Hours*	Hourly Rate	Extended Cost
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
		1		\$
<b>Total Section B</b>				\$

\*Section B will be evaluated per a unit of one (1) hour multiplied by the proposed hourly rate.

<b>Total Estimated Cost (Section A &amp; Section B)</b>	<b>\$</b>
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**CONTRACT FOR SERVICES**

**Disaster Debris Management and Monitoring**

This Contract (the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the County of Wharton (the "County"), and \_\_\_\_\_.

**WHEREAS**, the County of Wharton desires to obtain services in connection with disaster debris management and monitoring within the County of Wharton ("County") and \_\_\_\_\_ ("Company") desires to provide such services; and

**WHEREAS**, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

**Disaster Debris Management and Monitoring**

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES:** Disaster debris monitoring management services to ensure that debris removal operations are efficient, effective, and eligible for FEMA Public Assistance grant funding. Contract is dependent upon the number of disasters and doesn't guarantee or invoke an annual minimum. Company shall advise and support the County during a disaster recovery effort and shall be responsible for coordinating with and overall monitoring of the County's debris removal contractor(s) and recommending efficiencies to improve and expedite recovery work, such work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE:** The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS:** Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES:** The County may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the County and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.



5. TERM: Contract shall be effective for twelve (12) months upon execution by the County unless sooner terminated under the terms set forth herein. It is agreed that the County will have the option to extend the contract for up to one (1) additional one (1) year terms. To exercise this option, the County shall serve notice a minimum 30 days prior to contract termination. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard or acceptable to the County. It is agreed that, due to the nature of the work to be performed, the contractor does not begin work unless the County has issued a Notice to Proceed to the vendor. After a Notice to Proceed is issued the contract agrees to perform the work according to the timeline in Exhibit A.
6. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the County and its agencies. The County and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.
7. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the County in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.
8. APPROPRIATIONS: The obligations of the County to make payment under this Contract are expressly subject to appropriations by the County of funds that are lawfully available to be applied to such purpose.
9. FINAL COMPLETION AND ACCEPTANCE: Within thirty-one (31) days after the Company has given the County's Representative written notice that the work has been completed, or substantially completed, the County's Representative and the County shall inspect the work. If:
  - (a) the work is found completed or substantially completed in accordance with the contract documents, andSubstantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use.
10. COMPENSATION: The County shall compensate Company for the Work at the agreed upon pricing in Exhibit A. Company will furnish an invoice to the County detailing activities performed and reflecting actual time and expenses incurred during the preceding month. The County shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

11. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the County or County's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the County's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

12. INSURANCE REQUIREMENTS:

The awarded bidder **must** furnish certificates of insurance or other acceptable evidence from a reputable insurance company or companies acceptable to the County, licensed to write insurance in the State of Texas, showing the contractor is covered by insurance with the minimum limits of liability:

- General Liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
- Employers Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease and \$1,000,000 per bodily injury by disease.
- Statutory Workers Compensation and Employers Liability Insurance with a **waiver of subrogation in favor of the County**, evidencing at least \$500,000 in coverage per accident and each employee. In the event any work is sublet, the contractor shall require each subcontractor similarly to provide the same coverage and shall acquire evidence of such coverage of the subcontractor.
- Motor Vehicle Liability Insurance on all vehicles used in connection with the contract, whether owned, non-owned or hired with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- County and the members of Commissioners' Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of contractor shall contain a waiver of subrogation in favor of County and members of Commissioners' Court.
- Contractor shall not commence any portion of this work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Wharton County.
- No cancellation of or changes to the certificates or the policies may be made without sixty (60) days prior, written notification to Wharton County.
- Approval of the insurance by Wharton County shall not relieve or decrease the liability of the contractor.

13. TERMINATION: This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such

termination. In the event of early termination, County shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the County all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Company or its subordinates and the County may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the County from Company is determined.

14. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible, or which is not in its control.
  
15. **INDEMNIFICATION: FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the County of Wharton harmless, including County's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the County. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the County and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
  
16. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
  
17. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.
  
18. **SUBCONTRACTOR**: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the County.

Subcontractors may be disqualified by County for the same reason that a Contractor may be disqualified. County shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

19. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the County. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.
20. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the County and to the owner of the adjacent structure at Company's cost and at no expense to the County.
21. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.
22. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the County's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, County may remove the debris and charge the cost to the Company.
23. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.
24. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.
25. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.
26. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for Disaster Debris Management and Monitoring within the County of Wharton, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The

contractor, by signing this agreement, acknowledges the County of Wharton is entering into this contract in its governmental capacity, and not a proprietary capacity.

- 27. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.
  
- 28. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.
  
- 29. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Wharton, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.
  
- 30. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.
  
- 31. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

County of Wharton  
Russell McDougall, OEM  
315 E. Elm Street  
Wharton, Texas 77488  
979-532-1550

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate on the day and year first above written.

**COUNTY OF WHARTON, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_  
Phillip Spenrath, Judge

By: \_\_\_\_\_  
Principal/Authorized Agent

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Joyce Ferrell, County Secretary

\_\_\_\_\_  
County Attorney

**BY EXECUTION OF THIS AGREEMENT, COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

THE STATE OF \_\_\_\_\_ §  
   §  
\_\_\_\_\_ COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_ of \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_