

Vendor Name:

Metrocrest Quad  
Cities

**RFP NO.**

**REQUEST FOR  
PROPOSALS FOR  
DISASTER DEBRIS MONITORING  
AND CONSULTING SERVICES**

**PROPOSALS DUE:**

**2:00 P.M. LOCAL TIME**

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This Table of Contents is intended as an aid to vendors and not as a comprehensive listing of the proposal package. Vendors are responsible for reading the entire proposal package and complying with all specifications.

## PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference for this solicitation.

The Municipalities of Addison, Carrollton, Coppell and Farmers Branch, also known collectively as Metrocrest Quad Cities (MQC) is soliciting qualification packages for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES.

ONE ORIGINAL, THREE (3)  
COPIES AND ONE (1) USB  
VERSION COMPLETED PROPOSALS  
MUST BE RECEIVED IN  
THE ADDISON  
PURCHASING DEPARTMENT  
AT 5350 BELT LINE ROAD  
DALLAS, TEXAS 75254  
ON OR BEFORE  
2:00 P.M. LOCAL TIME

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

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

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, proposals become the property of MQC and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of all four participating City Council's (Addison, Carrollton, Coppell, and Farmers Branch).

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

No oral explanation by MQC officials or employees in regard to the meaning of the proposal specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested Respondents for additional information or interpretation of the information included in the specifications and all questions should be asked through

[www.Bidsync.com](http://www.Bidsync.com).

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

The deadline for receipt of all questions is, 12:00 P.M. local time. After the question deadline, all questions and their answers will be posted on the website and available for download by interested parties after the deadline for questions.

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

This RFP is issued in compliance with the Texas Local Government Code, Section 252.043. Negotiations shall be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award.

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

**CONFIDENTIALITY:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Public Information Act. Pricing information is not considered confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." MQC will make every effort to protect these papers from public disclosure as outlined in Texas Local Government Code, Section 262.049.

The Texas Public Information Act gives the public the right to request access to government information, subject to certain narrow exceptions. The cities who compose MQC are entities subject to this Act. Therefore, please be advised

that your company's declaration that certain information submitted in response to an RFP is "confidential" will not be treated as such if the MQC receives a request for a copy of the RFP. The MQC will of course make every effort to inform your company of such a request and to provide you with an opportunity to object to the release of any proprietary information, but MQC cannot and will not make an agreement to withhold information from the public contrary to the MQC's responsibilities under the Act.

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

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

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

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

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

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

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

1. Proposals received after the time limit for receiving proposals.
2. Proposals containing any irregularities.
3. Unbalanced value of any items.
4. Reason for believing collusion exists among the Vendors.
5. Reasonable grounds for believing that any Vendor is interested in more

- than one proposal for the work contemplated.
6. The Vendor being interested in any litigation against the MQC.
  7. The Vendor being in arrears on any existing contract or having defaulted on a previous contract.
  8. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  9. Uncompleted work which in the judgment of the MQC will prevent or hinder the prompt completion of additional work, if awarded.
  10. Respondents shall not owe delinquent property tax in MQC.

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

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

The Metroquest Quad Cities (MQC), its contractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the MQC or the municipalities making up the MQC, shall support, encourage and implement affirmative steps towards a common goal of establishing equal opportunity for all citizens and businesses of the MQC affected areas.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. **Contract Terms:** Successful Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Addison Purchasing. At MQC's option and approval by the vendor, the contract may be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **Renewal Options:** MQC reserves the right to exercise an option to renew the contract of the vendor for four (4) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the MQC exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the MQC will rescind its option and seek a new solicitation.
3. **Minimum Insurance Requirements:**

The MQC will accept the Insurance Requirement Affidavit in lieu of Certificates of Insurance until a notice to proceed is issued to the contractor.

  - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by MQC.
    - 1) Comprehensive Commercial General Liability:
      - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
      - b. Property Damage — \$1,000,000 per occurrence
    - 2) Professional Liability appropriate for performance of position - \$1,000,000 per occurrence
  - B. The MQC reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and



prudent by the MQC based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

- 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with each of the MQC Purchasing Departments.
- 2) All certificates shall provide MQC with an unconditional thirty days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, certificates shall name MQC and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against MQC, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies MQC with the proper documents verifying the coverage.

4. **BOND REQUIREMENTS**

The MQC will accept the Bond Requirement Affidavit in lieu of bonds until a notice to proceed is issued to the contractor.

The MQC will require the contractor, within five (5) business days after beginning the work, to execute bonds with the MQC. Upon notice to proceed, the successful bidder shall provide as noted below. Any deviation must be approved in writing from a qualified MQC representative.

A. **Bid Bond**

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

B. **Power of Attorney**

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

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

For a contract in excess of \$100,000, a Performance Bond shall be

executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of MQC.

For a contract in excess of \$50,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

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

<p>Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.</p>
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## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

### **5. Criminal Background Check:**

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, MQC Police Departments, MQC Courts, MQC Attorney's Offices, MQC Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

- A. The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on MQC property.
- B. Vendor personnel who perform work on MQC property must submit to and pass appropriate Police Department Criminal Background Check. That status must be maintained by all vendor personnel entering MQC buildings for the duration of the contract.
- C. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The MQC reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- D. Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

**Note: The Criminal Background Check applies to the individual and not the Company.**

## **I. PROJECT DESCRIPTION**

### **A. PURPOSE**

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services, in the Dallas-Fort Worth Area in Texas, immediately after a natural or man-made disaster. The Consultant must have the resources necessary to service all of the areas of Addison, Carrollton, Coppell, and Farmers Branch (MQC) simultaneously along with any other contractual obligations the Consultant may have if required. The objective of the **RFP** and subsequent contracting activity is to secure the services of a capable and experienced Contractor who is efficient with monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The MQC intends to enter into a pre-positioned contract with one (1) Primary Contractor who may utilize both local and non-local resources to provide services in the event of activation by the MQC following a natural or man-made disaster. The Contractor will be expected to have an initial management team mobilized to MQC within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the MQC area within 48 hours of receipt of the Notice to Proceed. The MQC reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.
2. The period of the contract will be for a term of one (1) to five (5) years (the actual term will be determined on the basis of the MQC's overall disaster recovery program development) with an annual recertification and price adjustment.
3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

### **B. PROJECT SUMMARY**

#### **1. Introduction**

- a. The Metrocrest Quad Cities are composed of Addison, Carrollton, Coppell, and Farmers Branch municipalities. As of the 2010 US Census, MQC covers approximately 68 square miles and has a combined population of approximately 214,113 people. Surrounding MQC areas have experienced numerous major storms and flooding events in past years that generated very large volumes of debris and waste and prompted extensive pre-planning for recovery activities.
- b. The Disaster Debris Monitoring Contract will encompass

unincorporated areas of MQC. MQC's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-ways throughout the MQC using MQC owned and Contractor forces.

- c. The MQC has identified the need for one or more Consultant(s) to assist MQC forces in completing debris management operations throughout the MQC. Primary Contractors will be selected for Debris Removal and Debris Hauling. For the purpose of Debris Monitoring, the Consultant(s) must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial MQC payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Consultant must also have:
  - 1) an established management team;
  - 2) an established network of resources to provide the necessary equipment and personnel;
  - 3) comprehensive workforce management, operations, and safety plans; and
  - 4) demonstrable experience in major disaster recovery cleanup projects.

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

- d. The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The MQC anticipates a certain level of initial work to establish the procedures for integrating the work into the MQC's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The MQC anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint MQC/Contractor team as part of the initial program planning. In addition,

the Prime Contractor(s) selected for the project will be required to participate in certain MQC-directed disaster recovery training and/or exercises at no additional cost to the MQC.

## **2. Planning Standard for Disaster Debris Monitoring and Consulting Services**

The MQC has selected a catastrophic tornado that impacts the entire MQC causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 5.0 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less. The MQC's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the MQC will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the MQC simultaneously immediately after a storm.

## **3. Disaster Debris Monitoring Requirements**

Planning for post-disaster cleanup operations is a function of the MQC's Emergency Management Offices and respective Fire and Infrastructure Departments. The debris management operations will be carried out under the cognizance of these various departments. The MQC will also solicit for pre-contracted debris removal operations for all of MQC. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for:

- a. Clearing roadways;
- b. Removing debris and certain waste from roadways, public right-of- ways, and public property;
- c. Operating Temporary Debris Management Sites; and
- d. Volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to

their properties and bring materials to the right-of-ways as recovery progresses. The MQC will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the MQC's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The MQC will pre-designate approximately 10 Temporary Debris Management Sites (TDMS) for the sole purpose of the temporary staging and reduction of disaster generating debris. The MQC will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Prime Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading and hauling operations. The Prime Contractor will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery and cleanup period.

#### **4. Contract Activation**

The Prime Contractor(s) holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own Subcontractor resources to meet the obligations of the contract. The Contractor(s) will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, MQC will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the MQC's intent to activate the contract. Within five (5) business days of receiving the Notice to Proceed, the Consultant shall provide and execute the required Performance and Payment Bonds and must have a management team in place in MQC to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

## **II. STATEMENT OF WORK**

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

**A. GENERAL STATEMENT OF WORK - MONITORING**

1. The Consultant shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact the MQC. Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to:
  - MQC streets, roads and right-of-ways;
  - Public property and facilities;
  - Any other public site as may be directed by the MQC's previously listed departments; and
  - Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the MQC.
2. The Consultant may also be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the MQC, unless otherwise directed by the MQC's Debris Coordinators. Each one of the four participating cities will have a Debris Coordinators who will maintain oversight over their specific jurisdiction.
3. Services shall be performed on an "as needed basis" when directed by the MQC Debris Coordinators.
4. The MQC Debris Coordinators will provide guidance and direction on priorities and specific needs for the monitoring operations. The Consultant, in concert with the Debris Coordinators, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the MQC. The Consultant shall then



provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the MQC for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the MQC staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Consultant shall present to selected staff from the various cities for review and discussion of a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the MQC to begin work.

4. When identifying resources to be made available under this contract, the Consultant must use a planning standard approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations, etc.) that will be deployed by the Debris Management contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. The Consultant will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operation forces. Such coordination shall be effected through communications with the respective MQC departments, their authorized representatives, or other MQC or municipal personnel when so authorized by the MQC. To the extent authorized by the MQC Debris Coordinators, the Consultant shall coordinate monitoring operations directly with the Debris

Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the MQC Debris Coordinators, upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the MQC Debris Coordinators and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

### **III. RFP RESPONSE REQUIREMENTS**

Consultants interested in providing Disaster Debris Monitoring and Consulting services must submit one (1) original, three (3) copies and one (1) USB version of their response to this RFP in the following format, utilizing numbered tabs for each of the sections.

#### **A. LETTER OF TRANSMITTAL AND AFFIDAVIT**

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

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

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

#### **IV. MANDATORY QUALIFICATION AND CONTRACTING CRITERIA.**

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

##### **A. QUALIFICATION REQUIREMENTS:**

1. Consultant must have specific experience providing the specified services following a natural or manmade disaster. Provide a statement of compliance.
2. Consultant must not have been prohibited from doing business with any governmental entity for any reason within the last 10 years. Provide a statement of compliance.
3. Consultant must not be operating under Chapter 11 or any other financial restraints that would preclude his ability to enter into equipment leasing or rental arrangements. Provide a statement of compliance.

##### **B. CONTRACTING REQUIREMENTS:**

1. Successful Consultant must, upon award of a contract, secure Performance and Payment Bonds or Bond Requirement Affidavits. See Bond Requirements in Special Conditions.
2. Successful Consultant must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
3. Successful Consultant must not assign, sublet, or transfer its interest or obligations of this project. Provide a statement of intent.

##### **C. INSURANCE REQUIREMENTS:**

1. Consultant must provide Insurance Requirement Affidavit or

proof of insurance to demonstrate compliance with the MQC's requirements specified in this package. See Insurance Requirements in Special Conditions.

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

#### **D. USE OF SUBCONTRACTORS.**

1. Successful Consultant may use Subcontractors for this project. Consultant must list Subcontractors proposed for this project and their respective duties.
2. No Subcontractor may provide services unless the MQC consents. The Consultant shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Consultant shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Consultant agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the MQC as are specified in the MQC's contract with the Consultant, unless Consultant provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Consultant and made available for the Addison Contract Administrator review upon request. Provide statement of compliance.

#### **1. PROJECT REQUIREMENTS.**

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

##### **A. EXPERIENCE:**

1. Describe Consultant's overall experience performing large-scale debris removal monitoring and work similar to this project.
2. Describe Consultant's experience during the last 5 years performing large- scale projects or other work similar to this

project. The Consultant must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes.

3. Describe Consultant's most recent experience in mobilizing large workforces under routine and emergency conditions.
4. If the Consultant intends to use Subcontractors to assist in the work, the Consultant shall also identify similar work successfully completed by the Subcontractors.
5. Document Consultant's ability to provide appropriate training for personnel that will be employed for work under this project.

## **B. GENERAL PROJECT REQUIREMENTS**

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

1. MQC intends to engage a Consultant to assist the MQC with monitoring the work of the Debris Removal and Hauling Contractor in the field, at Temporary Debris Management Sites (TDMS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal and Hauling contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDMS; and, at disposal sites. Monitors will be assigned to debris loading areas, TDMS, and disposal sites. In addition, roving monitors will be assigned to help verify that the MQC's debris management plan and contracts are effectively and efficiently executed.
2. MQC will assign a team of Debris Coordinators (DC) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Coordinators will be the primary points of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the MQC's Debris Coordinators and also assist MQC staff at the Contract Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:
  - a. Development of a Monitoring Plan.
  - b. Truck and trailer measurement, certification, marking and tracking.

- c. Equipment registry and tracking.
- d. Debris/waste management workforce registry and tracking.
- e. Field monitoring.
- f. Debris management tracking.
- g. Trip ticket management.
- h. Data administration.
- i. Invoice reconciliation.
- j. QA/QC program management.
- k. Complaint resolution.
- l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations.
- m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- n. Site Safety Plan preparation and maintenance.
- o. Compliance with all applicable Federal, State and local rules relative to monitoring operations.
- p. Preparation of documentation to support Federal cost reimbursement processes.
- q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the MQC Debris Coordinators.

**C. PRELIMINARY SPECIFICATIONS**

- 1. Preliminary Specifications for debris monitoring operations have been developed for this project are included in this RFP, Section VII. The MQC intends to use these Preliminary Specifications as the basis for negotiating a contract for consultant services for this project.
- 2. The Preliminary Specifications are provided for information only. Respondents are not required to address the Preliminary Specifications in their proposal but may do so at their option in the appropriate sections of their proposal.

**D. PROJECT APPROACH:**

- 1. Provide a synopsis of the Consultant's depth of knowledge of the project's scope and special requirements as the Consultant perceives them.
- 2. Provide a general description of how the Consultant intends to approach the work. That description must include a statement of

the requirements as the Consultant perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the MQC must fully be explained.

3. Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.
4. Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

#### **E. WORKFORCE INFORMATION**

1. Consultant(s) are encouraged to review MQC's pre-positioned Debris/Removal and Hauling RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.
2. Responses must acknowledge these workforce planning standards and must demonstrate the Respondent's ability to satisfy these requirements:
  - a. Within 24 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including as a minimum, forces necessary to:
    - 1) Establish and staff a monitoring workforce management center in the vicinity of a MQC government office designated by the MQC at the time of notification.
    - 2) Implement a debris/waste contractor equipment and workforce registration and tracking program.
  - b. Within 48 hours of notification, the Consultant shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum, forces necessary to:
    - 1) Monitor a minimum of 8-10 debris loading sites per impacted jurisdiction.
    - 2) Monitor operations at Temporary Debris Management Sites (TDMS).
    - 3) Monitor dumping operations at disposal sites.
    - 4) Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material, and other disaster-related waste removal.
  - c. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Consultant will be

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

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



- 1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
  - 2) The names of and resumes for all members of the Project Management Team.
  - 3) The name of the Respondent's claims representative.
- b. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.

**F. CAPABILITY, CAPACITY, AND AVAILABILITY.**

1. Describe how Consultant intends to maintain its capability, capacity, and availability of forces to respond if activated by the MQC following a natural hazard or man-made disaster. Knowing that the Consultant may have similar contracts in other geographic areas, describe how Consultant will satisfy all contractual obligations for MQC simultaneously with other obligations.
  - Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.
  - Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, consultant, etc.) and designation of primary contact for MQC staff.
2. Describe how Consultant intends to complete the project in the timeframe desired by the MQC. Comment on how Consultant's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.
3. What contracts Consultant has in North Central Texas and resources that can be mobilized from other areas for support.

**G. DESCRIPTION OF MONITORING SERVICES**

1. Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II of this RFP. In addition, the Respondent may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the MQC's stated goals with respect to debris management operations following a disaster.
2. The description of services must, at a minimum, include the following:

- a. A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the MQC's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:
  - 1) Scope and sequence of monitoring operations to be performed
  - 2) Manner in which volumes of debris/waste will be estimated in the field, at TDMS locations, and at landfills or disposal sites
  - 3) Methodology for monitoring the collection, tracking, and disposal of disaster related materials
  - 4) Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed
  - 5) Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and to ensure that all project requirements are satisfied
  - 6) Furnishing and operating an automated/electronic (paperless) debris tracking system.
- b. A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:
  - 1) Debris removal and hauling contractor workforce and equipment registration and tracking
  - 2) Equipment identification in the field
  - 3) Truck certification, registration, and marking
  - 4) Debris Removal and Hauling Contractor workforce tracking
  - 5) Document management and controls, including Load Tickets and reports
  - 6) Data collection
  - 7) Data assimilation/integration
  - 8) Employment of GIS mapping, use of GPS, and other means of documenting
  - 9) Communications with Debris Removal and Hauling Contractor workforce
  - 10) Assembling the data necessary to prepare the Status

- Reports described below
- 11) Database management
  - 12) Quality Assurance (QA) for Loading Site Monitors
  - 13) QA for TDMS Operations Monitors
  - 14) QA for Landfill Operations Monitors
  - 15) Complaint tracking and resolution
  - 16) Monitoring workforce health and safety training and compliance monitoring
- c. A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including:
- 1) Morning summaries from the Debris Removal and Hauling Contractor addressing:
    - Number of crews, types, and quantities of equipment to be deployed that day
    - Areas where crews and equipment will be assigned
    - Status of TDMS operations, including volumetric reduction methods to be employed
    - Changes in operational status or problems encountered since the previous report
    - Numbers of monitoring crews to be dispatched and locations where crews will be assigned
  - 2) Evening summaries addressing:
    - Overall status of Debris removal operations
    - Number of crews and types and quantities of equipment employed that day
    - Issues or problems affecting field operations
    - Complaint referrals
    - Damage referrals or updates
    - Monitoring issues
    - TDMS issues
    - Overall status of geographic area
    - Numbers of monitoring crews deployed and locations where crews were assigned
  - 3) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:
    - Contractor
    - Other forces
    - TDMS
    - Community drop off site
    - Disposal site

- Locations where debris/waste was collected (or 100% cleared)
  - GIS based maps that indicate the overall status of debris/waste removal operations
- 4) Daily reconciliation of Debris Removal and Hauling Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:
- Review invoice and backup with Debris Removal and Hauling Contractor
  - Reconcile invoice with database records
  - Provide reviewed and approved invoice to Addison Purchasing Department for payment

## **H. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS**

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

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

## **I. EXCEPTIONS TO RFP REQUIREMENTS**

Respondents must fully explain any exceptions taken to the requirements of this RFP, including why any of the specified information was not included or why such information should not be considered in selecting a Consultant for the project.

## **J. ADDITIONAL INFORMATION**

1. Respondents may provide relevant information in addition to the

material and information specified in this RFP, to the extent that such information bears directly on the subject of this RFP.

- 2. Respondents will include information on pricing or cost estimates for services addressed in their responses to this RFP.

2. **EVALUATION OF RESPONSES**

A. **EVALUATION PROCESS**

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

1. Consultant Experience	40 points
2.Project Approach	10 Points
3.Capability, Capacity and Availability	20 Points
4.Automated Debris Tracking and Reporting Systems (ADMS) Capabilities	10 Points
5.Other Supporting Information <ul style="list-style-type: none"><li>• Resource availability, including all resources</li><li>• Number of Contracts in Place</li></ul>	10 Points
6.Pricing	10 Points
<b>TOTAL</b>	<b>100 Points</b>

- d. The total points assigned for each proposal will be the basis for identifying and selecting the best qualified Respondent.
- e. Submission of a response to this RFP implies Respondent's acceptance of the evaluation technique and that subjective judgment must be made by MQC during the assigning of points.
- f. The MQC reserves the right to deny qualification to any Consultant that, in the opinion of the MQC, does not satisfy the Mandatory Pre-Qualification Criteria or is not capable of satisfying the Project Requirements. The MQC may, at its own discretion, waive defects, irregularities, or informalities in the pre-qualification process or in any response to the process that, in the MQC Contract Administrator's opinion, seems most advantageous to the MQC and in the best interest of the public.

### **3. PRELIMINARY SPECIFICATIONS**

#### **A. GENERAL**

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

#### **B. LOADING SITE MONITORING SERVICES**

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from MQC. The following minimum conditions apply:
  - a. Contractor shall, within 48 hours, be prepared to provide qualified on-site personnel to monitor debris removal operations at debris loading sites located throughout MQC. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per

week. Exact number and location of loading sites will be determined by Debris Coordinators in coordination with the debris removal Contractor.

- b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection **and** Global Position Satellite (GPS) coordinates to be valid. The volume of debris hauled will be estimated at the TDMS by the Disposal Site Monitor. Load Tickets will be provided by the contractor and must uniquely identify the specific jurisdiction being serviced (for example AD, CAR, COP, FB label before the ticket number). Each monitor will be fully accountable for all Load Tickets issued to him/her.
- c. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within MQC.
- d. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hour shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.
- e. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

- f. All Loading Site Monitors must have experience in at least one of the following:
  - Entry level engineer
  - Solid waste site operations
  - Construction inspector
  - Land clearing operations
  - Entry level surveyor
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- g. Supervisors and all identified Loading Site Monitors may be required to attend a debris monitor training to be conducted at a location specified by the Debris Coordinators before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the MQC.
- h. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

**C. TDMS/DISPOSAL SITE MONITORING SERVICES**

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



support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

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

#### **D. ROVING DEBRIS MONITOR SERVICES**

- 1. Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from MQC. The following minimum conditions apply:
  - a. The function of the Roving Debris Monitors is to verify that:
    - 1) All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in MQC.
    - 2) Ineligible debris is not being picked up.
    - 3) Debris Removal and Hauling contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the MQC.
  - b. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from

designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the MQC's established work schedule for the debris management contractor.

- c. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- d. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.
- e. All monitors must have experience in at least one of the following:
  - Entry level engineer
  - Construction inspector
  - Entry level surveyor
  - Solid waste site operations
  - Land clearing operations
  - Solid waste collections
  - Previous similar monitoring or inspection experience
- f. Supervisors and all identified Roving Debris Monitors may attend a debris monitor training to be conducted at a location specified by the Debris Coordinators before the start of the first shift. Training will be the responsibility of the Consultant and must be approved by the MQC.
- g. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- h. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

**E. DEBRIS MANAGEMENT CONSULTING SERVICES**

1. The Contractor shall provide an experienced professional (Consultant) to assist the MQC in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDMS/landfill operations, and other related activities. The Consultant must have broad debris removal operations management experience, including experience with debris removal operations,

oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.

2. The Consultant will work directly with the MQC's Debris Coordinators or as otherwise directed by those officials. The Consultant shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
3. The Consultant shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Coordinators will establish the service requirements and length of time those services are needed based on needs of the MQC.
4. At its convenience, the MQC may or may not require additional consulting services with respect to solicitation for debris management hauling services. These include but not limited to scope of work, FEMA legal requirements, evaluation and recommendation.

#### **F. OPERATIONAL REQUIREMENTS**

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

- equipment number assigned; and, for trucks and trailers, the full load capacity as calculated
  - Document all results in a searchable digital data base.
  - Provide for continuous monitoring and updating as equipment is placed into or removed from service.
  - Provide daily reports to the MQC Debris Coordinators on the types and numbers of equipment in use.
2. The Contractor will assist the MQC in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDMS or landfill site. Each load of eligible debris shall be tracked using a multi part load ticket system, electronic preferred. Process must abide by all State and FEMA regulations to assure for maximum reimbursement opportunity for the contracting entity.
3. Operational Requirements of Roving Debris Monitor(s)
- The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the MQC's debris management contractor.
  - The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Coordinators.
  - Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the contractor's performance.
  - The Roving Debris Monitors are expected to make multiple visits to all loading sites and
  - TDMS/landfill sites on a continuing although random basis.

#### **G. REPORTING**

1. The Loading Site Monitors shall also maintain a log that contains the following information:
- a. Debris loading site location
  - b. Loading Site Monitors' Name
  - c. Supervisor's Name
  - d. Number of Load Tickets issued during the shift
  - e. Starting load ticket number \_\_\_\_
  - f. Ending load ticket number \_\_\_\_
  - g. Any problems encountered or anticipated
2. Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the

designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the MQC's Debris Coordinators.

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

## **H. SAFETY**

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

## **I. OTHER CONSIDERATIONS**

1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The MQC's Debris Coordinators shall be immediately advise of any such violation or notice of violation and the corrective actions being taken.

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

**J. REGULATION 41 C.F.R PARK 60-1.4(b)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; payoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**K. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any



subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### **L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency of the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

#### **M. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The following provides a contract clause concerning compliance for contracts of amounts in excess of \$150,000.

##### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (3) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

## **N. SUSPENSION AND DEBARMENT**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **O. BYRD ANYTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

[REDACTED]

Signature of Contractor's Authorized Official

[REDACTED]

Name and Title of Contractor's Authorized Official

  
Date

## **P. PROCUREMENT OF RECOVERED MATERIALS**

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
  - (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (b) Meeting contract performance requirements; or
    - (c) At a reasonable price.
  - (B) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

## **Q. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States,

- or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### **R. COMPLIANCE WITH REFERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives. See Standard Form 424D, ¶ 19; Chapter IV, ¶ 10.b.v; Appendix C, ¶ 3.

#### **S. NO OBLIGATION BY FEDERAL GOVERNMENT**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **T. PROGRAM GRAUDE AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS**

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

#### **U. ESCALATION**

Price re-determination shall only be considered by the MQC 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). MQC reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the MQC.

## **V. TEXAS HOUSE BILL 89**

Texas House Bill 89 that went into effect on 9-1-17 forbids Texas government entities from contracting with any company that excludes or boycotts Israel. Also, Senate Bill 252 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If your company falls into either of these new state laws, please disclose this in your bid response and provide details of which law your company falls under. Also, the vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. If you do not disclose this with your bid proposal, the city will assume you will comply with this requirement. If you need to provide the city any detail regarding these new laws, please attach details as needed. Please sign below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law.

## **W. INCLUSION**

The MQC, its member municipalities, contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veterans' status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with MQC shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and business.

## **X. FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in MQC's RFP process. The Purchasing Department will provide additional clarification of specifications, assistance with Proposal Response Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The MQC recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Support Services Statewide HUB  
Program  
1711 Jacinto Blvd.  
PO Box 13047  
Austin, TX 78711-3047  
(512) 463-5872

North Central Texas  
Regional Certification  
Agency 624 Six Flags  
Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606

**If your company is already certified, attach a copy of your certification to this form and return with proposal.**

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: — — — — — — — — — —

— — — — — — — — — — TELEPHONE NO.

\_\_\_\_\_ FAX NO. \_\_\_\_\_

**Indicate all that apply:**

- \_\_\_\_\_ Minority-Owned Business Enterprise
- \_\_\_\_\_ Women-Owned Business Enterprise
- \_\_\_\_\_ Disadvantaged Business Enterprise



## VENDOR REFERENCES

Please list five (5) references, other than MQC, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for MQC to determine your firm's ability to provide the intended goods or service of this bid. The MQC prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your proposal.

\*\*\*DO NOT LIST MQC AS A REFERENCE\*\*\*

### II REFERENCE ONE

GOVERNMENT/COMPANYNAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

### I REFERENCE TWO

GOVERNMENT/COMPANYNAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON AND TITLE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

SCOPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

---

REFERENCE THREE

---

I \_\_\_\_\_  
GOVERNMENT/COMPANYNAME: \_\_\_\_\_  
\_\_ ADDRESS: \_\_\_\_\_  
CONTACTPERSONANDTITLE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS : \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

---

REFERENCE FOUR

---

I \_\_\_\_\_  
GOVERNMENT/COMPANYNAME : \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACTPERSONANDTITLE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_  
E-MAILADDRESS: \_\_\_\_\_  
SCOPEOFWORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_ REFERENCE FIVE

---

GOVERNMENT/COMPANYNAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACTPERSONANDTITLE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_  
E-MAIL ADDRESS : \_\_\_\_\_  
SCOPEOFWORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) USB VERSION OF THIS PAGE MUST BE RETURNED WITH  
PROPOSAL

# PROPOSAL SIGNATURE FORM

The undersigned agrees this proposal becomes the property of MQC after the official opening.

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

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

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

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

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

**Signature** \_\_\_\_\_ **X**  
Authorized Representative

NAME AND ADDRESS OF COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. No. \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

FAX No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

AFTER HOURS EMERGENCY CONTACT:

Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

THIS FORM MUST BE SIGNED.

ORIGINAL WITH ORIGINAL SIGNATURE, THREE (3) COPIES & ONE (1) USB MUST BE RETURNED WITH PROPOSAL



Did you sign your proposal  
and/or your addendum?

If not, your proposal  
will be rejected

COMPANY IS:

Business included in a Corporate Income Tax Return?      **\_\_YES \_\_NO**

\_\_\_\_\_ Corporation organized & existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ Partnership consisting of \_\_\_\_\_

\_\_\_\_\_ Individual trading as \_\_\_\_\_

\_\_\_\_\_ Principal offices are in the city of \_\_\_\_\_

## **CERTIFICATION OF ELIGIBILITY**

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

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

**Signature** \_\_\_\_\_ **X**

THIS FORM MUST BE SIGNED.

ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) USB VERSION OF THIS PAGE MUST BE RETURNED WITH PROPOSAL

## DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in this Request for Proposals and Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFP. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFP stipulated must be fulfilled at no additional expense to MQC.

[illegible]



## **SAFETY RECORD QUESTIONNAIRE**

The MQCs Governing Bodies desire to avail themselves of the benefits of Section 252.0435 of the Texas Local Government Code, and thereby consider the safety records of potential contractors prior to awarding this RFP. Pursuant to Section 252.0435 of the Local Government Code, MQC has adopted the following written definition and criteria for accurately determining the safety record of a Respondent prior to award of this RFP.

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

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

If the Respondent in response to the questions in this Questionnaire reveals more than one (1) case in which Respondent has received a citation from an environmental protection agency for violations within the past five (5) years, MQC will, at its discretion, determine whether to disqualify the Respondent. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (d) (1), (2) and (3).

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

## **SAFETY RECORD QUESTIONNAIRE**

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

### **QUESTION ONE**

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

☐

Yes

☐

No

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

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

## **SAFETY RECORD QUESTIONNAIRE**

### **QUESTION TWO**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (d) (1), (2) and (3).

☐

Yes

☐

No

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

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

## **SAFETY RECORD QUESTIONNAIRE**

### **QUESTION THREE**

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

☐

Yes

☐

No

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

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

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

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Signature

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Title

## **ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD**

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

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

☐ Yes

☐ No

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

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

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

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Signature

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Title

**PROPOSAL PRICE FORM**

Description	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1. Project Manager	280	Hourly Rate	\$_____	\$_____
2. Operations Manager	130	Hourly Rate	\$_____	\$_____
3. Scheduler/expeditors	30	Hourly Rate	\$_____	\$_____
4. GIS Analyst	12.5	Hourly Rate	\$_____	\$_____
5. Field Supervisors	400	Hourly Rate	\$_____	\$_____
6. Debris Site/Tower Monitor	680	Hourly Rate	\$_____	\$_____
7. Environmental Specialist	8	Hourly Rate	\$_____	\$_____
8. Project Inspectors (Citizen Drop-off Site Monitors)	224	Hourly Rate	\$_____	\$_____
9. Field Coordinators (Crew Monitors)	4000	Hourly Rate	\$_____	\$_____
10. Load Ticket Data Entry Clerks (QA/QC)	260	Hourly Rate	\$_____	\$_____
11. Billing/Invoice Analyst	70	Hourly Rate	\$_____	\$_____
12. Project Coordinators	240	Hourly Rate	\$_____	\$_____
13. Residential Monitors	0	Hourly Rate	\$_____	\$_____

PROPOSAL PRICE FORM

14. Automated Ticketing Specialist	400	Hourly Rate	\$ _____	\$ _____
15. Aerial Photographer	1	Hourly Rate	\$ _____	\$ _____
16. Other Required Positions			\$ _____	\$ _____
a. _____	_____	_____	\$ _____	\$ _____
b. _____	_____	_____	\$ _____	\$ _____
c. _____	_____	_____	\$ _____	\$ _____
17. Data Manager	40	Hourly Rate	\$ _____	\$ _____
18. Safety Manager	4	Hourly Rate	\$ _____	\$ _____
19. FEMA Specialist		Hourly Rate	\$ _____	\$ _____
20. Admin Assistant		Hourly Rate	\$ _____	\$ _____
21. Other Fees		Hourly Rate	\$ _____	\$ _____
a. _____	_____	_____	\$ _____	\$ _____
b. _____	_____	_____	\$ _____	\$ _____
c. _____	_____	_____	\$ _____	\$ _____
_____				

## **CONTRACT FOR SERVICES**

### **BACKGROUND**

This contract for services is between Addison, Carrollton, Coppell, Farmers Branch ("MQC") and \_\_\_\_\_ ("PROVIDER") for the provision of The MQC Councils find that this contract serves a public purpose and serves the public welfare of the citizens of MQC.

### **CONTRACT FOR SERVICES**

#### **1. SCOPE OF SERVICES**

PROVIDER will perform Disaster Debris Removal, Reduction, Disposal and other Emergency Debris Related Services, in MQC. These services will include, but are not limited to:

- 1.1 Coordinating and mobilizing and appropriate number of cleanup crews, as *determined by the MQC Debris Coordinators.*
- 1.2 Clearing and removing any and all "Eligible" debris as most currently defined by Public Assistance grant program guidelines, Federal Emergency Manage Agency (FEMA) Publication 321; Public Assistance Policy Digest, FEMA Publication 322; Public Assistance Guide, FEMA Publication 323; Public Assistance Applicant Handbook, FEMA Publication 325; Debris Management Guide; all applicable state and federal Disaster Specific Guidance (DSG) documents; FEMA fact sheets and policies; and as directed by the MQC Debris Coordinators.
- 1.3 Emergency Road Clearance
- 1.4 ROW Vegetative Debris Removal
- 1.5 ROW C&D Debris Removal
- 1.6 Demolition, Removal, Transport and Disposal of Non-RACM Structures
- 1.7 Demolition, Removal, Transport and Disposal of RACM Structures
- 1.8 DMS(s) Management, Operations and Reduction through Grinding



- 1.9 TDMS(s) Management, Operations and Reduction through Air Curtain Incinerators
- 1.10 TDMS(s) Management, Operations and Reduction through Controlled Opening Burning
- 1.11 Haul-Out of Reduced Debris to a MQC Approved Final Disposal Site
- 1.12 Removal of Hazardous Leaning Trees and Hanging Limbs
- 1.13 Removal of Hazardous Stumps
- 1.14 Sand, Silt, and Debris Removal from Detention/Retention Structures
- 1.15 Household Hazardous Waste Removal Transport and Disposal
- 1.16 ROW White Goods Debris Removal
- 1.17 Dead Animal Carcasses
- 1.18 Other Debris Removal

## **2. TERM**

This contract begins on \_\_\_\_\_ and concludes on \_\_\_\_\_

## **3. COST**

The MQC will pay no more than \$ \_\_\_\_\_ pursuant to this contract. MQC will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:

- 3.1 PROVIDER will bill for services performed in accord with this contract;
- 3.2. PROVIDER will send a/an (monthly, if applicable) invoice to MQC, (list department, street address, city, state and zip code.);
- 3.3. PROVIDER's invoice will detail the services provided; (Address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.)
- 3.4. PROVIDER's invoice may include travel expenses if transportation is required to fulfill contract obligations. Travel expense reimbursement will not exceed \$ **OR** travel must be preapproved. Any travel reimbursement must include receipts. Reimbursement will be made at the following rate(s):
  - 3.4.a. Per Diem Rate: (use MQC rate)
  - 3.4.b. Airfare: (preapproval may be needed)
  - 3.4.c. Mileage: (current MQC mileage rate)(Address each travel reimbursement that is pertinent to the contract (per diem, mileage, vehicle rental, airfare, etc. If no travel is included, state "No travel expenses are included in this contract." or "It is understood that any expenses not specifically mentioned in this contract will not be reimbursed."))

**4. FINANCIAL RESPONSIBILITY**

PROVIDER is responsible for its incurred expenses in performing this contract unless otherwise noted. To the extent permitted by the Constitution and the laws of the State of Texas, PROVIDER indemnifies and holds harmless the MQC against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER's performance of this contract.

**5. AGENCY-INDEPENDENT CONTRACT**

PROVIDER is an independent contractor. MQC will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the MQC. MQC and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the MQC. This contract does not entitle MQC to any benefit, privilege or other amenities of employment with the PROVIDER.

**6. ASSIGNMENT**

Neither party may assign this contract without the prior written consent of the other party.

**7. THIRD PARTY BENEFICIARY EXCLUDED**

This contract does not protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this contract do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

**8. MISCELLANEOUS**

This contract supersedes all prior representations. The parties may amend this contract by subsequent written amendments. The parties will not amend this contract orally. The laws of the State of Texas govern this contract. Venue for any action regarding this contract must be in the district courts of MQC, Texas.

**9. TERMINATION**

Either party may terminate this contract by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2 Providing, in the written notice, the date of termination;
- 9.3 Sending the written notice by certified mail, return receipt requested to the party at its address.

10. **PARTIES ADDRESSES**

MQC:  
Head of Dept.  
MQC Department Street  
Address  
City/ State/ Zip

PROVIDER:  
Name --  
Vendor Name (if  
applicable) Street  
Address City/State/Zip

**APPROVED** on this day the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_, by

Commissioners Court Order No. \_\_\_\_\_

**MQC**  
**STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Authorized Signature