



JEFFERSON COUNTY PURCHASING DEPARTMENT
Douglas Anderson III, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Request for Proposal
March 17, 2008

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 08-038/DC, Emergency Disaster Assistance Recovery for Jefferson County. Specifications for this project may be obtained from the website, <http://www.co.jefferson.tx.us>, or by calling 409-835-8593.

Proposals are to be addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope. Offerors shall forward an original and seven (7) copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

There will be a pre-proposal conference on March 26, 2008, at 10:00 AM in the Emergency Management Conference Room, 1149 Pearl, 3rd Floor, Beaumont, TX.

PROPOSAL NAME: Emergency Disaster Assistance Recovery for Jefferson County
PROPOSAL NO: RFP 08-038/DC
DUE DATE/TIME: 11:00 AM, April 14, 2008
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Deb Clark, Assistant Purchasing Agent, at 409-835-8593. Technical questions should be directed to Greg Fountain, Director of Emergency Management, at 409-835-8508.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Douglas Anderson III
Purchasing Agent
Jefferson County, Texas

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PROPOSAL SUBMITTAL CHECKLIST

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed to delivered no later than **11:00 AM, April 14, 2008**, to the Jefferson County Purchasing Department, 1149 Pearl Street, First Floor, Beaumont, TX 77701.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

1. INTRODUCTION TO OFFERORS

This Request for Proposal (08-038/DC) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

General Requirements apply to all advertised requests for proposals, however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein.** Be sure your proposal package is complete.

1.2 GOVERNING LAW

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Douglas Anderson III, Purchasing Agent, Jefferson County Purchasing Department, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Costs for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

1.13 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.14 WITHDRAWAL OF PROPOSAL

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.15 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.16 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Offerors.

1.17 DISQUALIFICATION OF OFFEROR

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

1.18 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.19 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.20 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.21 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the

Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.22 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

1.23 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.24 LOSS, DAMAGE, OR CLAIM

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

1.25 WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Offeror's performance under this agreement.

1.26 CONFLICT OF INTEREST

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

1.27 ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

1.28 PRE-PROPOSAL CONFERENCE

There will be a pre-proposal conference on March 26, 2008, at 10:00 AM, in the Emergency Management Conference Room, 1149 Pearl, 3rd Floor, Beaumont, TX.

1.29 DELIVERY OF PROPOSALS

All proposals are to be delivered by 11:00 AM, central time, April 14, 2008 to:

Jefferson County Purchasing Department
Douglas Anderson III, Purchasing Agent
1149 Pearl Street, First Floor
Beaumont, Texas 77701

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror.

Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

Offeror must submit one (1) original and seven (7) exact duplicate, numbered copies of the proposal (for a total of eight (8)). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

1.30 QUESTIONS

Questions may be faxed to Deb Clark at 409-835-8456. All questions will be address in Addendum form.

1.31 SCHEDULE OF EVENTS

March 17, 2008	Issuance of Request for Proposal
March 26, 2008	Pre Proposal Conference (10:00 AM)
April 14, 2008	Deadline Submission (late proposals will not be considered)

April 16, 2008	Proposals distributed to Evaluation Committee
April 28-May 2, 2008	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
May 5-9, 2008	Conduct Interview/Best and Final Offer/Short List
May 12, 2008	Recommendation for Award

2. RESPONSE FORMAT

2.1 INTRODUCTION

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Appendix A of RFP)
- h. Other information that may be helpful in the evaluation

2.3 TRANSMITTAL LETTER

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

The transmittal letter must include a statement of acceptance of the Standards of Performance for the contract resulting from this RFP.

2.4 EXECUTIVE SUMMARY

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

2.6 OFFEROR IDENTIFYING INFORMATION

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 CONFLICT OF INTEREST

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. PROPOSAL SUBMITTAL

The Proposal is due no later than 11:00 AM, April 14, 2008, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Emergency Disaster Assistance Recovery of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- Same contract with compensation sections blank.
- One (1) original and seven (7) copies of the proposal should be mailed to delivered to:

Jefferson County Purchasing Department
First Floor
1149 Pearl Street
Beaumont, TX 77701

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. SCOPE OF SERVICES

4.1 OBJECTIVE

The County is seeking proposals from qualified Contractors to establish an Emergency Disaster Assistance Recovery contract for project management and various disaster related services. Services shall include, but not be limited to:

- a. Emergency Road Clearance
- b. Emergency Power Generators
- c. Temporary Satellite Communications
- d. Temporary Sanitary Facilities/Portable Housing Facilities
- e. Reefer and Refrigerator Container with an initial ice delivery
- f. Potable Water Truck and Drinking Water
- g. Mobile Fleet Repair Facilities, Technicians and Mechanics
- h. Temporary Signage and Traffic Control
- i. Canteen, inclusive of Operation and Staffing
- j. Right of Way (ROW) Debris Management
- k. Tree, Tree Stump and Tree Limb Removal
- l. Right of Entry (ROE) Debris Management
- m. Demolition of Structures
- n. Emergency Temporary Dry-in of Facilities
- o. Temporary Security
- p. Temporary Lighting
- q. Temporary Fueling Facilities, inclusive of storage and dispensing
- r. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc) with and without operators, including Rear-Loading Refuse Trucks
- s. Temporary Fencing

The awarded contract shall not be considered exclusive and the County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

- a. Debris Management
 - **The following services shall not be split:** ROW Debris Management, ROE Debris Management and Tree/Tree Stump/Limb Removal.
 - The County anticipates this category shall be awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
- b. Ancillary Services
 - The remaining services may be individually awarded or grouped together and awarded to multiple Contractors, as it is deemed to be in the best interest of the County.
 - Debris Management Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

It is the intent of the County to award a two (2) year term contract, which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

Contractors are invited to propose services that they are qualified to perform. The County reserves the right to split the award of the resulting contract or award a service to multiple Contractors.

4.2 QUALIFICATIONS

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, for a minimum of five (5) years, with dedicated management and administrative support staff, in-house employees. The Contractor may

supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

4.3 PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

The County seeks the following services:

EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.

Upon delivery of each unit, the Contractor shall contact the designated County staff for receipt and documentation for equipment.

The Contractor shall be responsible for fueling the provided generators and County owned generators on a daily basis or as identified by and directed by the County. The County will provide the Contractor with the County’s emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Emergency Power Generators (Item C). The County can at any time request a copy of the supplier’s invoice for the pay request.

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SATELLITE COMMUNICATON:

The Contractor shall provide temporary satellite communications equipment and “on-air” talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.

County will compensate the Contractor based the Contractor’s actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Satellite Communications (Item D). The County can at any time request a copy of the supplier’s invoice for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

Comfort Station-10 stall units
Comfort Station-26 ft .BT Unit
Shower Units - 4 stall
Shower Unit- 6 stall
Shower Units -12 stall with 6 sinks
Portable laundry facilities

The units provided by the Contractor will be on a temporary weekly basis until the County's contracted vendor can adequately place their units. Upon delivery of such units, the County will authorize the removal of the Contractor's temporary units.

Waste products must be disposal at a legally operated disposal facility.

County will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities (Item E). The County can at any time request a copy of the supplier's invoice for the pay request.

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged ice and one (1) refrigerated container immediately following a disaster event. One (1) refrigerated truck shall be provided for **exclusive** use by the Morgue.

Placement of containers shall be as directed by the County.

The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendor; the County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

Upon depletion of the initial ice delivery, the county will replenish the ice supply by a separate contract and/or through this contract.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Refer and Refrigeration Containers w/Initial Ice Delivery per (Item F). The County can at any time request a copy of the supplier's invoice for the pay request.

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:

The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the County.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing the initial delivery of six (6) pallets of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the County will replenish the bottled water supply by a separate contract and/or through this contract.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Potable Water truck and Drinking Water (Item G). The County can at any time request a copy of the supplier's invoice for the pay request.

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by the County, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Mobile Fleet Repair Facility (Item H). The County can at any time request a copy of the supplier's invoice for the pay request.

TRAFFIC CONTROL AND SIGNAGE:

As directed by the County, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided and quantities:

200 each – Safety Cade Type II Barricades with flashing lights

100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands

100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs

100 each – Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles

100 each – A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Contror (Item I). The County can at any time request a copy of the supplier's invoice for the pay request.

CANTEEN:

As directed by the County, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding four hundred (400) County and Mutual Aid employees.

The County will compensate the Contract based on the following:

Equipment and Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage.

Staffing Labor - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage per Appendix A of the Cost Proposal section, Canteen (Item J). The County can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS MANAGEMENT:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* “Eligible” means qualifying for emergency funding under the Federal Emergency Management Agency “FEMA.” Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The County and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* “Passes/Sweeps” means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the tentative location of the TDSRS (Temporary Debris Storage and Reduction Site) Landfill sites:

BFI
6425 Twin City Highway
Nederland, Texas 77627
(409) 724-2371

Waste Management
2175 West Cardinal Drive
Beaumont, Texas 77701
(409) 727-3123

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the County. Services will only be performed when requested and as designated by the County.

This task shall consist of four (4) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D); and
- White goods (i.e. refrigerators, stoves, and other appliances).

Task services shall include:

- Picking up debris from right-of-way and transporting debris to the TDSRS;
- Reduction of debris at the TDSRS; and
- Loading and transporting reduced debris to a lawful disposal site.

The County will be requesting unit prices for the following services:

- Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;
- Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the four (4) types of debris;
- Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.
- Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County. The County will reimburse the contractor as follows:

- One unit price for pick up and final disposal for each item at the County's Recycling Center.
- One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County.
- One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

Tipping fees at the negotiated rates shall be paid by the Contractor. The County reserves the right to negotiate tipping fees with the selected landfill(s). The County will not pay an administrative charge to the Contractor for this line item.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

TREES, TREE STUMP AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the County.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The County will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump three feet (3') above normal ground level to determine the diameter of the trunk. Trees and stump shall be removed in an efficient and safe manner.

As directed by the County, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Trees/Tree Stump - County will compensate the Contractor based on the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of the Cost Proposal section, Tree and Stump Removal (Item L). The County can at any time request a copy of the supplier's invoice for the pay request.

Tree Limbs - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RIGHT-OF-ENTRY DEBRIS MANAGEMENT (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the

timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management (Item K).

DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures (Item M).

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the County, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing

Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.

Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors

Remove existing overhead door.

Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows

Remove unsafe glass and materials from window opening.

Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.

Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Materials/Equipment - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A of

the Cost Proposal section, Emergency Dry-In of Facilities (Item N). The County can at any time request a copy of the supplier's invoice for the pay request.

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, The County can at any time request a copy of the supplier's invoice for the pay request.

TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The County will provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A. Cost Proposal section, Temporary Lighting (Item P).

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The County shall be responsible for the initial fuel delivery and all other deliveries thereafter.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A. Cost Proposal section, Portable Fueling Dispensing Unit and Services (Item Q). The County can at any time request a copy of the supplier's invoice for the pay request.

Labor - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Specified Equipment - County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Unspecified Equipment - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

Equipment/Materials - County will compensate the Contractor based the Contractor's actual supplier invoice plus a fixed percentage, per Appendix A. Cost Proposal section, (Item S). The County can at any time request a copy of the supplier's invoice for the pay request. The County can at any time request a copy of the supplier's invoice for the pay request.

Labor and Specified Equipment - County will compensate the Contractor based on the Equipment/Labor Rate Schedule (Item A).

4.4 STRATEGIC PLANNING

The Contractor in conjunction with the County shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD-rom in Adobe Acrobat format to the County for approval fourteen (14) days prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. County staff will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the County staff prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

4.5 MOBILIZATION

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

- The County will release the equipment to the Contractor for deployment outside of the Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly, or monthly) of the Contractor's agreement for rental/lease.

In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.

The Contractor shall coordinate with the County a disaster recovery plan applicable to the event. The plan shall include:

- Verification of primary transportation routes, which require clearing;

- Debris removal strategy (i.e. landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc);

- Placement of emergency power;

- Placement of immediate need sanitary portable facilities/portable housing facilities;

- Placement of immediate need reefer and refrigerator containers and initial ice supply;

- Placement of a water trucks with potable water and emergency water; and

- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall all be capable of deploying all resources for the following immediate need services within four (4) to six (6) hours following an event:

- Equipment for clearing transportation routes;

- Equipment and materials to provide emergency power at facilities deemed essential by the County;

- Portable facilities;

- Reefer and refrigerator containers with initial ice delivery;

- Potable water trucks and emergency bottled water;

- Temporary fleet maintenance facility;

- Traffic control and signage; and

- Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

5. PROJECT REQUIREMENTS

5.1 OBJECTIVE

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. In addition, the proposed work plan must contain provisions requiring review and approval by both the Jefferson County Executive and Jefferson County Commission.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

5.2 OFFEROR EXPERIENCE

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

5.3 OFFEROR PERSONNEL AND ORGANIZATION

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be

assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 INTRODUCTION

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

6.2 COST PROPOSAL

The Offeror must utilize the form provided in Appendix A in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.

6.3 PROPOSAL EVALUATION AND SELECTION

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from Jefferson County's Auditor Department, Purchasing Department, Legal Department, Engineering, and Correctional Facility.

6.4 EVALUATION CRITERIA

- a. Responsiveness (15 points).** This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.
- b. Implementation Plan (25 points).** Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the Management and Performance Review Consulting Services requested by this RFP and in managing the project.
- c. Offeror Qualifications (25 points).** This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror's performance on previous local government projects.
- d. Personnel Qualifications (15 points).** This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror's project team on previous projects with the County and similar projects.

- e. **Cost of Professional Services (20 points).** This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and make a recommendation to the Commissioners' Court.

Upon the selection of an apparent successful Offeror, the Court shall select a negotiation team who will proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

APPENDIX A. COST PROPOSAL

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D6 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.10	Chainsaw with operator	\$	\$	\$
A.11	Laborers	\$	\$	\$
A.12	Four men crew with transportation	\$	\$	\$
A.13	Three men crew with transportation	\$	\$	\$
A.14	Two men crew with transportation	\$	\$	\$

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.15	Supervisor with transportation	\$	\$	\$
A.16	Safety Manager with transportation	\$	\$	\$
A.17	Flagger for traffic control	\$	\$	\$
A.18	Canteen Staff	\$	\$	\$
A.19	Canteen Supervisor	\$	\$	\$
A.20	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.21	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.22	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation and administration costs	\$	\$	\$

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Fixed Percentage Over Contractor's Cost
A.34	Refuse Trucks, Rear-Loading	%
A.35	Miscellaneous Unspecified Construction Equipment	%

B. EMERGENCY ROAD CLEARANCE

Contractor shall be compensated in accordance with schedule B above.

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. The “essential” generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an “as-required” basis. In some instances the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The County will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8 hours per day; and 3) 24 hours/7 days per week.

Item	Building/Location	Essential or As-Needed	Round Trip Transportation	Fixed Percentage Over Contractor's Cost
C.1	Ford Park	Essential	\$	%
C.2	Jefferson County Courthouse	Essential	\$	%
C.3	Jefferson County Courthouse Addition (Downtown Jail)	Essential	\$	%
C.4	Jefferson County Morgue	Essential	\$	%

Item	Building/Location	Essential or As-Needed	Round Trip Transportation	Fixed Percentage Over Contractor's Cost
C.5	Southeast Texas Regional Airport	Essential	\$	%
C.6	Jefferson County Correctional Facility	Essential	\$	%
C.7	Pct. #1 Service Center	As Required	\$	%
C.8	Pct. #2 Service Center	As Required	\$	%
C.9	Pct. #3 Service Center	As Required	\$	%
C.10	Pct. #4 Service Center	As Required	\$	%
C.11	Minnie Rogers Juvenile Detection Center	As Required	\$	%
C.12	Jefferson County Subcourthouse	As Required	\$	%
C.13	Sheriff's Hanger	Essential	\$	%

D. SATELLITE COMMUNICATIONS

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
D.1	Rental of Equipment – Capability of calling nationwide from Texas – no additional roaming or long distance charges	%
D.2	Phone usage	

E. TEMPORARY SANITARY FACILITIES

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Round Trip Transportation Cost Per Unit	Fixed Percentage Over Contractor's Cost
E.1	Comfort Station-10 stall units	\$	%
E.2	Comfort Station-26 ft BT Unit	\$	%
E.3	Shower Units – 4 stall	\$	%
E.4	Shower Units 6 stall	\$	%
E.5	Shower Units – 12 stall with 6 sinks	\$	%
E.6	Portable Laundry Facilities	\$	%

F. REEFER & REFRIGERATION CONTAINERS W/INITIAL ICE DELIVERY –

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Cost for fueling, repairs and maintenance shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A), if required.

Item	Description	Round Trip Transportation Cost Per Unit	Fixed Percentage Over Contractor's Cost
F.1	Equipment Rental	\$	%
F.2	Equipment Rental for Morgue		
F.3	Initial Ice Delivery and possible future deliveries	\$	%

G. POTABLE WATER TRUCK AND DRINKING WATER

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling, refilling trucks and maintenance/repairs shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Round Trip Transportation Cost Per Unit	Fixed Percentage Over Contractor's Cost
G.1	Equipment Rental	\$	%
G.2	Initial Bottled Water Delivery and possible future deliveries	\$	%

H. MOBILE FLEET REPAIR FACILITIES

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Round Trip Transportation Cost Per Unit	Fixed Percentage Over Contractor's Cost
H.1	Equipment Rental	\$	%
H.2	Staffing Labor	\$	%
H.3	Materials (i.e., supplies, oil, repair materials)	\$	%

I. TEMPORARY SIGNAGE AND TRAFFIC CONTROR

The Contractor shall be compensated at a fixed percentage over their cost. Labor for installing signage and traffic control devices shall be compensated based on Appendix A Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percent- age Over Con- tractor's Cost
I.1	Equipment Rental	%
I.2	Equipment Purchased by County	%

J. CANTEEN

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Lab for staffing Canteen shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Round Trip Transportation Cost Per Unit	Fixed Percent- age Over Con- tractor's Cost
J.1	Equipment Rental	\$	%

K. RIGHT OF WAY (ROW) DEBRIS MANAGEMENT AND RIGHT OF ENTRY (ROE) DEBRIS MANAGEMENT – Compensation for the services shall be based on the below schedule.

NOTE: As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will be responsible for the payment of all landfill fees. The County will not compensate an administrative fee or percentage over an above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.3	Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.6	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.7	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$
K.8	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.9	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.10	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.12	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$
K.13	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$
K.14	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.15	Pick up clean C&D from curbside and haul to TDSRS within five (5) miles 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.16	Pick up clean C&D from curbside and haul to TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.17	Pick up clean C&D from curbside and haul to TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.18	Pick up clean C&D from ROE personal property and haul to TDSRS within five (5) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.19	Pick up clean C&D from ROE personal property and haul to TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.20	Pick up clean C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.21	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$
K.22	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$
K.23	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	
K.24	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$
K.25	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.27	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.28	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles from 1149 Pearl Street (based on incoming yardage)	Cubic yard	\$
K.31	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles from 1149 Pearl Street but within Jefferson County (based on incoming yardage)	Cubic yard	\$
K.32	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$
K.33	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.34	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$
K.35	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.36	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$

WHITE GOODS			
Item	Description	UOM	Unit Price
K.37	Pick up of White Goods and transportation to the County's Recycling Center	Each	\$
K.38	Pick up of White Goods and transportation to a County recognized recycling vendor, located within Jefferson County	Each	\$
K.39	Pick up and transportation of White Goods to the TDSRS for the County's pick up and final disposal	Each	\$

*****Offerors shall provide their program method and pricing structure for hazardous household waste.**

L. TREE AND STUMP REMOVAL

Compensation for Tree/Tree Stump services shall be based on the below schedule. **Tree limb removal to be reimbursed based on the unit rates proposed in Schedule A.**

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$	\$
L.2	Equal to or greater than 48"	\$	\$

M. DEMOLITION OF STRUCTURES

Compensation for services shall be based on the below schedule.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq ft	\$
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq Ft	\$
M.3	Single Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.4	Two Story-Block Structure, Demolish and secure site only	Sq Ft	\$
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq Ft	\$
M.7	Loading, transporting and disposing of demolition debris an approved landfill located within Charlotte County (Tonnage based on individual weight tickets from disposal site)	Ton	\$
M.8	Loading, transporting and disposing of demolition debris an approved landfill located outside of Charlotte County (Tonnage based on individual weight tickets from disposal site)	Per Ton/Mile	\$

N. EMERGENCY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the minimal allowed term, preferably daily, if applicable.

Item	Description	Fixed Percentage Over Contractor’s Cost
N.1	Non-specified Equipment Rental	%
N.2	Materials (i.e. plywood, hardware materials)	%

O. TEMPORARY SECURITY

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	%

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling, lighting maintenance and maintenance/repairs of equipment shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	%

Q. PORTABLE FUELING DISPENSING UNIT AND SERVICES

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A. Cost Proposal Equipment /Labor Rate Schedule (Item A). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	%

R. MISCELLANEOUS EQUIPMENT RENTAL

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

- S. TEMPORARY FENCING** – Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule (Item A).

Item	Description	Fixed Percent- age Over Con- tractor's Cost
S.1	Fencing Materials	%

APPENDIX B. NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

APPENDIX C. VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

OFFEROR MUST RETURN THIS PAGE WITH OFFER

APPENDIX D. SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Offeror be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Offeror, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Offeror nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Offeror (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

OFFEROR MUST RETURN THIS PAGE WITH OFFER

APPENDIX E. CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

OFFEROR MUST RETURN THIS PAGE WITH OFFER

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C&D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

OFFEROR MUST RETURN THIS PAGE WITH OFFER

APPENDIX F. GOOD FAITH EFFORT (GFE)

DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Offerors?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

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APPENDIX H. HISTORICAL UNDERUTILIZED BUSINESS (HUB)

SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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APPENDIX I. RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident Offeror" refers to a person who is not a resident.
- (4) "Resident Offeror" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Offeror of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Offeror as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Do you carry Health Insurance on your employees? Yes No

If yes, what is the percentage of employees insured? _____%

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APPENDIX J. BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Offeror further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Offerors.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

“I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Offeror or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Offeror is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon.”

Name and address of Offeror: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 2006.

Notary Public in and for
the State of _____

OFFEROR MUST RETURN THIS PAGE WITH OFFER

APPENDIX K. AGREEMENT

Agreement to Supply: _____ **Contract No.:** _____

This agreement, made and entered into this the ____ day of _____, 2006, by and between Jefferson County, a county of the State of Texas, hereafter called the "County"

And Name of Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Texas, hereinafter called the "Company." Witnesseth that: Whereas, the County did advertise and issue a Request for Proposal for supply the requirements of the County for the items and/or services above for a period of one year and the Contractor submitted a bid which was accepted and approved by the County.

Formal authorization of the contract was adopted by Commissioners' Court on: _____.

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide emergency debris assistance, during the period beginning ____ and ending ____ for the requirements listed above and according to the following specifications, terms, covenants, and conditions:

a. The Legal Advertisement, Request for Proposal containing General Conditions, Instructions to Offerors, Information for Offerors, Special Conditions, Specification, addenda, and or any other attachments forming a part of RFP _____ and the Contractor's bid in response form a part of this contract and by reference made a part hereof.

b. In constructing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract for RFP _____
- 2) The County's RFP and all addenda thereto
- 3) Contractor's proposal in response to the County's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the County shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the County is found to be defective or does not conform to specifications, the County reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The County may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon thirty (30) days' written notice. This applies to all items of goods or services.

e. Taxes: All taxes applicable to the proceeds received by the Contractor hereunder shall be the liability of the Contractor. The County shall not hold nor pay amounts for Federal, State or Municipal income tax, Social Security, employment or Worker's Compensation.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Jefferson County Auditor's Office, 1149 Pearl Street, 7th Floor, Beaumont, TX 77701. If discount, other than prompt payment terms applies, such discount must appear on the invoice.

g. Indemnification: Pursuant to the terms and conditions of this Agreement, the Contractor agrees to defend, save, hold harmless and indemnify the County, its successors and assigns from and against

any and all manner of claims, suits, lawsuits, action or actions, cause or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise against the County cause by the Contractor's, its employees' or agents' errors, omissions, or intentional or negligent acts in the performance of services pursuant to this Agreement.

h. Insurance: The Contractor shall within fifteen (15) days after signing this Agreement submit a Certification of Insurance to the Purchasing Agent indicating that the Contractor carries Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability Insurance, and Personal Property Insurance commensurate with the scope of services provided under this Agreement. Contractor shall maintain such policies at all times during the term of this Agreement. Certificate of Insurance shall be forwarded to:

Douglas Anderson III
Jefferson County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

2. Contract Special Conditions: The following special conditions are made a part of and modify this standard provisions contained in this contract.

3. Contract Summary:

- a. Attachments: Vendor's proposal and blank copy of RFP specifications.
- b. Payment terms: per RFP.
- c. Delivery: per RFP.
- d. Insurance: Yes No
- e. Performance Bond/Letter of Credit: Yes No

4. Contractor's Phone Number: _____

5. Contractor's Fax Number: _____

6. Contractor's e-mail: _____ web site address: _____

Jefferson County

Carl Griffith, Jr., County Judge

Date

Carolyn L. Guidry, County Clerk

Approved as to Form by:

Tom Rugg, County Attorney

Name of Company Officer (print)

By: _____
Authorized Officer's Signature

Title: _____ Date: _____