



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

**ADDENDUM NO. Three (3)**

**RFP 2021-234**

## REQUEST FOR PROPOSAL

**FOR**

### DEBRIS MONITORING SERVICES

Date: July 14, 2021

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE INVITATION FOR BID:

CHANGE OF DUE DATE: Change from: Thursday, July 15, 2021 at 2:00 PM  
Change to: Thursday, July 29, 2021 at 2:00 PM

DELETE DOCUMENT: Specifications & Scope of Service  
REPLACE WITH: REVISED Specifications & Scope of Service

DELETE DOCUMENT: Exhibit 1 – Sample contract  
REPLACE WITH: REVISED Exhibit 1 – Sample Contract

ADD ATTRIBUTE: #27 – ADDENDUM 3 ACKNOWLEDGEMENT

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,  
MICHELLE CHARNOSKI, NIGP-CPP, CPPB  
PURCHASING AGENT

## SPECIFICATIONS & SCOPE OF SERVICE

### I. GENERAL PROVISIONS

A. **AUTHORIZATION:** By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **RFP 2021-234 Debris Monitoring Services**.

B. **FUNDING:** Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

Collin County anticipates that all or partial funding for the project subject to this RFP will consist of federal grant funding. As such, in submitting a Proposal, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFP shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts (see 2 CFR 200, Appendix II, and Attachment I, *Required Contract Provisions*).

Offeror must also complete and return Attachment G, *Certification of Compliance with Federal Standards & Requirements*, certifying its compliance with and understanding of its responsibility to ensure compliance with federal regulations. Failure to include the signed *Certification of Compliance with Federal Standards & Requirements* (Attachment G) document with the Proposal submission may deem the Proposal as non-responsive. Failure to maintain compliance throughout the duration of the project or contract may be cause to terminate the contract.

Additionally, any contract entered into by the County that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the County should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the County, other than for payment of services rendered prior to the date of termination.

C. **TERM:** Respondent(s) must include pricing for Services. It is proposed that if a contract is entered into as a result of the RFP, it will be a fixed price contract for twelve (12) months. Successful Respondent(s) will be awarded a contract, effective from date of award or notice to

proceed as determined by Collin County Purchasing. At Collin County's option and approval by the Respondent, the contract may be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options.

D. **PRICE ADJUSTMENT CLAUSE:** The bidder is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations on future pricing for labor revised according to Attachment J, CPI-W Based Price Adjustment Calculations. Renewal is subject to approval by Collin County Commissioners Court.

E. **SECONDARY AWARD:** Collin County reserves the right to award a secondary vendor. Secondary vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary Vendor may be called. The primary vendor is the first contact.

F. **EXECUTION OF CONTRACT:** The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements ~~and submit the required bonds~~ entering into the required Contract with Collin County. No contract shall be binding on Collin County until it has been executed by the county or his/her duly authorized representative, and delivered to the Contractor.

Failure of the proposer ~~to execute the required bonds or~~ to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Collin County as abandonment of his/her Proposal, and Collin County may annul the award, at the county's discretion.

G. **BOND REQUIREMENTS:** 2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Bid Bond** - THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT
2. **Power of Attorney** - Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.
3. **Letter of Guarantee (Proof of Bonding Capacity)** - Contractor

shall submit with their proposal, proof of bonding capacity up to \$20,000,000. Submit proof of this coverage from your Surety on their letterhead. A certified letter verifying the continuing proof of bonding capacity may be requested ~~throughout the contract term(s). Contractor must submit continuing proof of bonding capacity with ten (10) days of County request.~~ as often as each quarter following contract award. Contractor must submit continuing proof of bonding capacity within ten (10) days of County request.

At the time services are required, the awarded contractor will receive a Notice to Proceed. The contractor shall furnish Payment and Performance Bonds, per section G4 below, in the amount of one hundred percent (100%) of the purchase order total within six (6) days of Notice to Proceed.

4. **Performance Bond and Payment Bond:** Successful Offeror may be required to furnish a performance and payment bond. ~~within ten (10) days after award of the Contract.~~
- a. If a contract is not a public works project and is expected to exceed \$50,000, a Performance Bond shall be executed in the amount of one hundred percent (100%) of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Collin County (Attachment E)
  - b. For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of one hundred percent (100%) of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project. (Attachment F)
  - ~~c. The Performance Bond and Payment Bond, if required, shall be delivered to the County Purchasing Office within ten (10) business days from receipt of notification of award after Collin County Commissioners' Court approval.~~

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

- H. **CONFIDENTIAL or PROPRIETARY INFORMATION:** Collin County is subject to the Texas "Public Information Act," Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.
- I. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** The following regulations shall apply to this contract opportunity. Offerors should refer to

Attachment I, *Required Contract Provisions*, for more detailed information on the requirements and regulations applicable to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. 24 CFR Part 570 – Community Development Block Grants
3. Texas Local Government Code Section 262 – Purchasing and Contracting Authority of Counties in Texas
4. Texas Local Government Code Section 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments
5. Texas Government Code Section 2156 – Purchasing Methods
6. Texas Government Code Section 2269 – Contracting and Delivery Procedures for Construction Projects
7. Collin County Purchasing Rules and Procedures
8. 24 CFR Part 135 – Economic Opportunities for Low- and Very Low- and Income Persons, which implements Section 3 of the Housing and Urban Development Act of 1968.
9. Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products
10. Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror's services.

**J. CONTRACTOR PROFILE:** The Contractor Profile form (Attachment M) must be completed and submitted by the Successful Offeror and any of its subcontractors, within fifteen (15) working days of Notice of Award.

**K. HUB / MWBE UTILIZATION COMMITMENT:** 2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

1. Placing qualified small and minority business and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's

business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. **HISTORICALLY UNDERUTILIZED BUSINESSES**: The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE)

M. **RESPONSIBILITY REVIEW**: Collin County shall conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: The County may request information on other active contracts Offeror is performing and verify the status with those buyers;
- Performance Record: The County may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- Integrity and Business Ethics: The County may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The County may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: The County may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- Necessary Production and Technical Equipment and Facilities: The County may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors. Offeror shall submit the *Subcontractor Listing Form* (Attachment B) with its Proposal and provide information on any prospective subcontractors to be used. Determinations of prospective subcontractor responsibility may affect the County's determination of Offeror's responsibility.

Offeror may be required to provide written evidence of a proposed subcontractor's responsibility.

The County may directly determine a prospective subcontractor's responsibility. In this case, the same standards used to determine Offeror responsibility shall be used by the County to determine subcontractor responsibility.

- N. SUPPLEMENTAL MATERIALS:** Offeror is responsible for including all pertinent product data in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the Qualifications package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which Offeror wishes to include as a condition of their Proposal, must also be in the returned Proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.
- O. REGULATORY REQUIREMENTS & PERMITS:** Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. Successful Offeror shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFP, and as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offeror shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

## **II. PROPOSAL FORMAT AND CONTENT**

- A.** Offeror shall adhere to the instructions in this request for proposal on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

Proposals may be submitted online via <http://collincountytx.ionwave.net> or submitted via CD-ROM or Flash Drive. **ELECTRONIC SUBMISSIONS ARE PREFERRED.** (See "Response Attachments" tab on Ionwave to attach documents electronically.)

If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. One (1) original of the Proposal and three (3) copies should be submitted. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

Paper copies shall be printed on letter size (8½" x 11") and assembled using

spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

Sections and sub-sections identified appropriately. Graphic illustrations (including organizational charts and maps) may be shown on 11" x 17" paper provided it is folded to 8-1/2" x 11" and will count as one (1) page. Required submittals (a–i), résumés, contribution to local economy information and project references, however, will not be included in the page count. Proposal narratives do not have a page limit restriction. An appendix may be provided that includes résumés and examples of relevant work experience. The Proposal narrative and appendices should be bound together in a single submittal.

It shall be the responsibility of the contractor to insure their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

- B.** The proposal should be divided into the following sections with references to all parts of this Request for Proposal (RFP) done on a section #/letter basis in the following order: 1; 2; 3a-m; 4a-e; 5a-h; 6; 7; 8; 9; 10; 11; 12; **and 13; 14; and 15.**

- 1. Cover Page: Offeror must complete and submit the Cover Page for this RFP, providing their Company Name.**

- 2. Firm Experience & Qualifications**

Offeror must describe the overall qualifications of its firm to complete the scope of services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFP. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project. Specific experience or qualifications required under this RFP include:

- a.** Offeror shall provide confirmation they shall have on staff at least two (2) project managers that participated in domestic debris monitoring services/public assistance services for at least three (3) storm events (rain or wind)

- b. Offeror shall provide confirmation they are able to mobilize in Collin County within twenty-four (24) hours of notification of an imminent disaster.
- c. Offeror shall provide confirmation they have a minimum of forty-five (45) trained disaster recovery personnel on staff
- d. Offeror must have worked as a debris monitor on behalf of a state or local government for at least four (4) separate domestic recovery efforts in response to rain or wind events. Provide information on these events.
- e. Offeror must provide proof of understanding of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines for debris monitoring and public assistance.
- f. Offeror must complete the *References* form, (Attachment C) and provide the organization's name, contact information, and the services provided to that organization.
- g. Offeror must also complete the *Statement of Offeror Qualifications* form (Attachment D). Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. List any licenses or certifications related to the scope or work described in this RFP. State if the Service Provider does not have any related or applicable licenses or certifications.
- ~~h. If design work is involved, Offeror must provide evidence that the Architectural/Engineering firm (whether that be the Offeror or its subcontractor) is currently registered in the State of Texas and carries Errors and Omissions insurance. (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point scored).~~
- ~~i. Include Form SF-330—Architect-Engineer Qualifications (If applicable: Offeror must complete and submit this form for any work requiring Architects or Engineers, which can be downloaded at: <https://www.gsa.gov/forms-library/architect-engineer-qualifications>. If applicable, Offerors must submit a completed Form SF-330—Architect-Engineer Qualifications for each of the subcontractors proposed to be used in the completion of the Contract. (Collin Conty must approve the actual subcontractors prior to their use.)~~
- j. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects that demonstrate the firm's ability to carry out the scope of services.
- k. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.
- l. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

m. Safety record

**3. Firm Capacity & Resources**

- a. Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives.
- b. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm.
- c. Offeror must provide a summary/matrix of the staff identified/designated to support Collin County, and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.
- d. Offeror must establish that it has sufficient financial strength, resources and capability to accomplish and finance the work in a satisfactory manner.
- e. Offeror shall submit with their proposal, a Letter of Guarantee (Proof of Bonding Capacity) up to \$20,000,000. Submit proof of this coverage from your Surety on their letterhead.

*After Proposals are opened but prior to Award, Offeror may be required to submit, upon request, the following:*

- f. *Provide the most recent audited financial statement including your organization's latest balance sheet and income statement.*
- g. *Provide name and address of firm preparing the attached financial statement, and the date thereof.*
- h. *List Offeror's total annual billings for each of the past five (5) calendar years.*
- i. *Financial references*
- j. *Financial statements that include a balance sheet, audited annual statement, and income statement.*

*Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.*

**4. Organization & Project Methodology:** Provide résumés for the project manager, operations manager and other key personnel proposed for this program.

Provide a detailed project execution plan, or methodology, that

discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project.

- a. A Plan to activate and maintain services
  - b. Mobilization, or the time required to have a team in place once the Purchase Order has been issued
  - c. Identification of which skills would be performed by Offeror and by any required subcontractors.
  - d. Information regarding the method that is used to qualify a subcontractor as satisfactory.
  - e. A project organization chart detailing the team to be assigned to Collin County that shows the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep Collin County up to date with a revised organization chart each time there is a significant change.)
  - f. Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Proposal.
  - g. Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers.
  - h. Provide a list of lawsuits the vendor has been a part to during any of the three (3) years preceding the date of this proposal and any pending lawsuits or Federal, State, or Local government violations under investigation. This list should identify easy case by name, case number, and court in which it was filed, as applicable. The vendor shall include a brief description of the nature of the case and any particulars it considers relevant. The County shall retain its right to disqualify a vendor based on legal history.
5. **Certificate of Interested Parties (Form 1295):** Pursuant to Texas Government Code § 2252.908, Offerors must complete and submit Form 1295, *Certificate of Interested Parties*, prior to the proposal deadline using the following website:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).  
**Offerors must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, and then print a copy of the form filed with the Commission and submit the signed copy with their Proposal.**
6. **Offeror and Subcontractor Licensing/Certifications:** Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFP
7. **Subcontractor Listing Form (Attachment B)**

8. **Certification of Compliance with Federal Standards & Requirements (Attachment G)**
9. **Conflict of Interest Questionnaire:** Offerors who enter or seek to enter into a contract with Collin County must disclose Offeror's or its employees' affiliation, business relationship, employment, family relationship, or provision of gifts that might cause a conflict of interest with Collin County.(Attachment L)
10. **Statement of Conflicts:** A statement of conflicts the Offeror or key employees may have regarding these services.
11. **System for Award Management results:**– Offeror must include verification that your company as well as the company's principal is not debarred through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) Offeror must enclose a print out of the search results that includes the record date.
12. **Sample Insurance Certificate –** Offeror must provide a sample Insurance Certificate which adheres to the Minimum Insurance Requirements (Attachment H) (does not supersede the "Hold Harmless" provision).
13. **Pricing Schedule (Attachment A)**

### III. EVALUATION METHOD.

- A. The award of the contract shall be made to the responsible contractor, who proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Vernon's Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based on "selection levels." The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following:

#### B. LEVEL 1 – Conformance with Mandatory Requirements

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. At the County's discretion, proposers may be contacted to submit clarifications or additional information within two (2) business days. Criteria assessed during Level 1:

- Conformance with RFP guidelines and submittal requirements.

**C. LEVEL 2 – Detailed Proposal Assessment**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposals elevated to Level 2 may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal. Proposals may earn up to 100 Points based on all evaluated criteria.

**IV. EVALUATION CRITERIA FOR LEVEL 2**

(See “III. Proposal Format, Section B” for referenced # and/or letter):

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<p><b>FIRM EXPERIENCE &amp; QUALIFICATIONS</b></p> <ul style="list-style-type: none"> <li>• Understanding the scope of the project</li> <li>• Ability to meet the qualifications and compliance requirements listed herein, <del>including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas</del></li> <li>• Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm’s ability to carry out the scope of services.</li> <li>• Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.</li> <li>• A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.</li> <li>• Relevant staff experience and safety record</li> </ul>	<p><b>25</b></p>
<p><b>FIRM CAPACITY &amp; RESOURCES</b></p> <ul style="list-style-type: none"> <li>• Capability to provide services in a timely manner</li> <li>• Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.</li> <li>• Ability to perform requested services for similar projects of scope and scale by providing three recent examples of projects completed on budget and on time.</li> <li>• Sufficient financial capacity and acceptable business practices.</li> <li>• Ability of vendor to work within government framework similar to Collin County.</li> <li>• Depth of staff at key levels</li> <li>• Bonding capacity</li> </ul>	<p><b>25</b></p>

<p><b>ORGANIZATION &amp; PROJECT METHODOLOGY</b></p> <p>Firm sufficiently describes:</p> <ul style="list-style-type: none"> <li>• How the services will be provided and how they will be supported.</li> <li>• Firm’s organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.</li> <li>• The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.</li> <li>• Firm’s philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this RFP.</li> </ul>	<p><b>20</b></p>
<p><b>PRICING</b></p>	<p><b>30</b></p>

A. It is anticipated that Collin County will elevate proposals scoring at least 70 points (70%) to Level 3.

**V. LEVEL 3 – References, Demonstrations, and Interviews**

A. Contractors who are elevated to Level 3 will have their points combined from Level 2 for a maximum of 130 points total.

B. The Evaluation Committee may hear oral presentations (if desired). Proposers are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the proposer to present and the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting proposers will be notified of time and date. The County reserves the right to waive the demonstration and interview portion of Level 3 in the evaluation process.

The following criteria will be used to evaluate those proposers elevated:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<ul style="list-style-type: none"> <li>• Demonstration/Interview (optional)</li> </ul>	<p><b>20</b></p>
<ul style="list-style-type: none"> <li>• Client References: Proposer’s past performance in providing similar services</li> </ul>	<p><b>10</b></p>
<p><b>TOTAL POINTS</b></p>	<p><b>30</b></p>

- C. Proposals may be re-evaluated based upon criteria in Level 2.

#### **VI. LEVEL 4 – Best and Final Offer**

Proposers who are susceptible of receiving award may be elevated to Level 4 for Best and Final Offer. Proposers may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon criteria in Level 2 and 3.

Based on the result of Best and Final Offer evaluation, proposer(s) will be identified as finalist(s) for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other proposers that have submitted proposals and enter into negotiations with them.

#### **VI. SCOPE OF SERVICES & REQUIREMENTS**

- A. Collin County, Texas is requesting proposals from qualified individuals/firms for a stand-by contract to provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Work under this proposal will be utilized on an “as needed” basis or when a notice to proceed is given to the successful proposer(s).
- B. The project(s) consists of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for debris monitoring services. The services to be performed by the Offeror may include, but are not limited to, the following:

The vendor shall provide comprehensive debris monitoring services which will include services days prior to a known event impacting the County, during the seventy (70) hour push period, and during the recovery period. Services provided will be in accordance with all applicable state and federal reimbursement guidelines, and is expected to be performed in a manner to maximize the County’s ability to receive full federal reimbursement for recovery efforts. (The term ‘seventy (70) hour push period’ is meant to indicate the time period for initial post disaster recovery services. The actual duration of this period could be modified based on the event.) Vendor shall have the capability to issue load tickets electronically, provide near real time map of debris collection accessible via website, and provide debris collection data to the County via an ESRI REST service. Vendor shall retain the ability to issue paper load tickets, as directed by the County.

These services will only be utilized during an emergency situation; therefore funds will not be encumbered until the services are needed and the County activates the contract. Once the contract is activated the vendor will be required to provide the bonds as detailed within this RFP. The following minimum requirements may be requested by the County during an event that requires disaster debris monitoring services:

1. **Project Management** – Debris Monitoring firm will be a part of Collin County’s debris recovery operation management team and will be expected to provide a project management team to supplement and take direction from County staff. Consultant staff may be called upon to assist in tasks such as, but not limited to, the following:
  - **Consultant Liaisons** – Provide a liaison to each of Collin County’s debris areas as determined by Emergency Management and Public Works.
  - **Debris Management Action Plan** – Debris monitoring firm may be called upon to assist in the creation of an event specific debris management plan.
  - **Cost Tracking** - Debris monitoring firm shall expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies. Cost shall be tracked by each of the County debris areas.
  - **Operations Tracking** – Debris monitoring firm may be called upon to provide tracking metrics for performance and mobilization requirements as measured through hauling units and capacity for the debris hauler.
  - **Staff Mobilization** – When the impact of a disaster becomes apparent on the County, essential debris monitor staff with key experience in various aspects of debris operations (including seventy (70) hour push, truck certification, mapping/zone development, etc.) shall mobilize in the region in order to participate in the “response” phase of the disaster event. Additional consultant staff shall be contacted and put on standby for potential mobilization to the County. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the debris monitoring firm.
  - **Equipment/Supplies Mobilization** – The debris monitoring firm shall ensure that all necessary equipment and supplies are mobilized which may include a mobile command center, generators, electronic monitoring support devices and/or an inventory of load tickets, and other essential field equipment (e.g., cameras, global positioning system (GPS) units, etc.).
  - **Project Management Meetings and Reporting** – The debris monitoring firm shall facilitate meetings between the County, key debris monitor staff, and the debris hauler project management staff to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, assignments for the next day of operations, etc. These meetings shall continue for a length of time to be determined based on the nature of the recovery effort. The debris monitoring firm shall prepare a daily report of key event statistics for the County utilizing data collected by the debris monitoring firm, in coordination with the debris hauler(s), that includes information such as: (1) number of collection units and number of trucks operating, (2) total loads and cubic yards collected per Debris Management Site (DMS)), by debris type, (3) total loads and cubic yards collected per vendor, by debris type, (4) average truck size per vendor, (5) number of participants at public drop-off sites, etc. to be determined by the County. Data shall be broken up by each of the Collin County disaster areas, or as directed by the County. Other documentation and reporting will be required, as requested by the County, including a final summary report as

well as reports required for environmental permitting requirements. The debris monitoring firm shall provide data based on actual verified loads (not estimates) within the first seven (7) days of debris operations.

- **Work Scheduling** – The debris monitoring firm may be asked to assist in work scheduling, especially to assist with addressing critical damage areas and “hot spots” that may require immediate attention.
  - **Vendor Damages** – The debris monitoring firm may be asked to develop a database application to track and help the County manage vendor damages.
2. **Seventy (70) Hour Push Period Assistance** – The debris monitoring firm may be asked to assist the County for push period activities including: (1) compiling information from the debris hauler(s) and the Collin County debris areas, and assisting the County in preparation of reimbursement paperwork for this period, and (2) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested. (The term ‘seventy (70) hour push period’ is meant to indicate initial post-disaster services. The actual duration of this period could be modified based on the event.)
  3. **Public Information Support** - Debris monitoring firm may be ask to assist the County in public outreach following an event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a “debris hotline” to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. This includes performing all work in a manner to maximize federal reimbursement.
  4. **Truck Certification** – Debris monitoring firm may be asked to assist with truck certification activities, including utilizing and providing truck certification forms that follow the latest federal guidelines related to certification documentation and volume calculations. Truck certification activities should also include an inspection to ensure the vehicles are in good working condition and meet minimum Texas Department of Transportation (TxDOT) and County compliance. Certifications should also include a methodology to discourage collection vendors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed. Debris monitoring firm shall be prepared to provide staff to perform certifications if requested.
  5. **Field Monitoring** – Field monitoring of debris haulers shall be performed in accordance with current federal, state, and local requirements and in coordination with County staff. The debris monitoring firm may be asked to assist with the following tasks:
    - **Debris Monitoring Employees** – The debris monitoring firm hired shall be required to perform adequate training for local staff hired at no expense to the County. Additionally, the debris monitoring firm shall be prepared to bring in experienced field monitors to oversee operations and to perform tasks if there is a concern over the quality of work. The debris monitoring firm shall provide all field personnel with badges (including a recent photo) identifying them as County vendors and field reference documents (e.g., sample

completed tickets, etc.). All debris monitoring firm employees must be able to effectively communicate to a level appropriate to their responsibilities. For example, a disposal site monitor must be able to accurately write a load ticket.

- **Daily Field Monitor Operations** – Debris monitoring firm staff shall meet at designated staging areas prior to the start of operations. Prior to daily initiation of monitoring, staff shall be debriefed by debris monitoring firm management on any pertinent issues, receive safety gear, and receive materials. The ratio of monitors to hauler trucks should be appropriate to the disaster being monitored and is expected to vary through the disaster, but always be adequate to meet federal requirements. Debris monitoring firm field supervisors should be assigned to teams of debris monitors. Supervisors shall be responsible for management activities, including verification of load ticket accuracy and response to collection monitor and debris vendor issues in the field. Field monitors shall be responsible for federal required activities and County requested activities, including: (1) verifying the proper loading and compaction of debris into the debris recovery vendor's certified loading container, (2) ensuring that all debris recovery vendors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County. At the close of operations each day, all information related to completed tickets, street areas cleared of debris on that particular day, and report any inconsistencies or problems that occurred during the day shall be reported to the County.
- **Quality Assurance (QA) and Quality Control (QC) Program** – A QA/QC program should be initiated by the debris monitor firm to minimize errors in debris monitor tickets. All QA/QC functions shall be coordinated through the County staff and shall include, but is not limited to, the review and inspection of data entry, truck certifications, load ticket accuracy, compliance with all applicable local, state, and federal laws and regulations governing debris management.
- **Other Field Monitoring Support Services** – Debris monitoring firm shall perform other field monitoring services as necessitated by the disaster and as directed by the County that could include tasks such as: monitoring of leaner and hanger removal programs, monitoring of animal carcass removal program, monitoring of freon removal, monitoring of white goods/electronics debris removal program, monitoring of asbestos removal programs, monitoring of household hazardous waste removal program, FEMA and National Resources Conservation Service (NRCS) waterways debris removal programs, abandoned vehicle and vessel recovery programs, and comprehensive private property/Right of Entry (ROE) debris removal programs. This is not a complete list of programs as each event brings different circumstances; however, monitor shall be expected to be able to provide a full array of monitoring services as the event requires.

## 6. DMS Monitoring and Support

- **Tower Monitoring** – Debris monitoring firm shall provide the County with

DMS support for the disaster recovery phase that will meet all federal, state, and local requirements, as requested. This will include providing the County with DMS tower monitoring services that includes: making truck fullness load calls and recording the information on the proper load ticket, taking photographs of loads (as directed by the County), consulting with truck drivers and debris vendor staff on potential safety issues, verifying that vendor equipment is empty prior to leaving the DMS, and collecting and organizing load tickets. Debris monitoring firm may be asked to provide after-hours site security at DMS sites while not in operation, traffic support, or any other service related to the DMS site.

- **Public Drop-Off Site Operations** – Debris monitoring firm shall be prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Additional services may include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

#### **7. Data Administration and Invoice Reconciliation**

- **Data Administration** – Debris monitoring firm shall be responsible for managing the data and reconciling invoices throughout the recovery efforts, as requested. Data shall be stored electronically and be able to be accessed and sorted based on multiple factors. Reports shall be generated daily of verified work performed the previous day. Data shall be used to assist in determining areas in need of additional passes. Other reports shall be generated, at the County's request. Data shall be constantly used to assist in QA/QC of work performed, and the debris monitoring firm shall perform consistent QA/QC functions on data entry. All work shall be performed to all Federal, State, and Local standards.
- **Invoice Reconciliation** – Debris monitoring firm shall also be responsible for reviewing and approving debris vendor invoices in a timely fashion. Invoice reconciliation shall include a ticket-by-ticket comparison and reconciliation of the debris monitoring firm database vs. the debris hauler(s) database; however, consultant shall be responsible for reconciliation of the databases. Debris monitoring firm shall provide a recommendation for payment letter for each debris hauler invoice to the County. All work shall be done to federal standards. The debris monitoring firm shall work with the County to track the impact payment approvals made on obligated Project Worksheets and County Purchase Orders to effectively plan Purchase Order adjustments and the need to generate adjustment (Version) Project Worksheets.

8. **Funding Support** - Debris monitoring firm shall assist the County in ensuring they receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the County to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project and preparation of subsequent amendments, and assisting the County and FEMA Public Assistance. Debris monitoring firm shall be prepared to assist County with

appeals based on their in-depth knowledge of federal reimbursement policies. Debris monitoring firm shall be prepared to assist the County, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Debris monitoring firm shall be prepared to assist County in finding additional funding reimbursement sources related to disaster mitigation.

9. **Safety** - All work shall be performed in a safe manner as Collin County takes safety of its employees, consultants and vendors very seriously. Debris monitoring firm shall perform all tasks in a safe manner and shall report any instances of unsafe behavior to the County immediately.
10. **Regulatory and FEMA Policy Familiarity** – Debris monitoring firm shall serve as a resource to the County on all Federal, State, and Local policies and pertinent regulatory requirements related to debris management operations.
11. **Annual Coordination** – Debris monitoring firm shall meet with the County once each year to coordinate services, at no additional cost to the County. Additionally, debris monitoring firm shall meet with the County immediately prior to a credible disaster threat to the County. These meetings shall take place in Collin County. These meetings shall occur at no cost to the County and are meant to facilitate increased coordination of efforts, to discuss the County's expectations of the debris monitoring firm, and to fast track recovery activities when a disaster impacts Collin County. County reserves the right to bring in debris haulers and other key recovery staff and vendors to any and all meetings.
12. **Other Debris Monitor and Recovery Services** – Other debris monitor and recovery services may be requested of the debris monitor firm, as directed by the County.
13. **General Operation Requirements** – In efforts to prevent an excessive number of debris monitors, County recovery staff shall pre-approve and/or conduct routine site visits to determine the debris monitors and debris hauler's efficiency of staff personnel. It is at the County's sole discretion to determine if monitoring or hauling staff are being properly and efficiently utilized. If determined that excessive and underutilized debris monitoring and debris hauling staff are present on the job site, then County staff may elect to eliminate any reimbursement to the respective debris monitor or debris hauler for services rendered by excessive staff.
14. **General Invoicing Requirements** – Debris monitoring firm shall invoice Collin County within forty-five (45) days of commencement of work, and no more than once every thirty (30) days thereafter, unless directed otherwise by the County. Invoices shall include time and allowable reimbursable(s); time and allowable reimbursable(s) not invoiced within forty-five (45) days of work performed or within forty-five (45) days of the reimbursable expenditure made will not be paid, unless agreed to by the County in writing.
15. **Non-Reimbursable Items** –The following items are considered incidental to hourly rates and non-reimbursable as separate charges:
  - Office supplies
  - Forms
  - Computer and other electronics (hardware and software) related expenses

- Other communication related expenses (internet, phone, etc.)
- Mileage and fuel
- Accommodations for out-of-town staff, including airfare, hotel, food, rental cars, etc.
- Other basic supplies

All expenses proposed for reimbursement must be authorized in writing by County staff prior to encumbrance of expenses.

Prior to submitting your response to this RFP, proposers should review Attachment K, Description of Position Titles, to get a better understanding of each position referenced on the Pricing Form.

- C. Deliverables** – Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for the specific Project.
- D. Work Standards** – It is the responsibility of the Offeror to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Offeror to be performed in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of Texas, and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Collin County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, and/or any applicable Federal laws, codes, and regulations.

## VII. CONTRACT REQUIREMENTS & PAYMENT

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFP. The term “Contractor” shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

- A. CONTRACT PROVISIONS** – The federal regulations and standards applicable to the required work are set forth in Attachment I, *Required Contract Provisions*, and incorporated herein as part of this RFP. The Contractor shall be required to comply with the federal terms and conditions under the *Required Contract Provisions*, which shall apply to and govern all work and services provided under the Contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the County’s contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally- funded work. These provisions shall be substantially as they appear in Attachment I, *Required Contract Provisions*. In accordance with 2 CFR 200.326, contracts executed by Collin County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.
- B. PURCHASE ORDER & DELIVERY** – Successful Offeror shall not provide services without a Collin County Contract and Purchase Order. If special circumstances apply

to an Offeror's delivery of a project (including circumstances involving timing), this information should be included in the Proposal, if necessary. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause for cancellation of the contract by Collin County without prejudice to other remedies provided by law. Where project delivery times are critical, Collin County reserves the right to award accordingly.

- C. INVOICING PROCEDURES** – Coordination of the project will be through the Collin County using department, and all invoices must be routed through this department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the Collin County using department, therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the Collin County Department and received in Accounts Payable.
- D. PAYMENT PROVISIONS** – The sum of the payments due to the Contractor is limited to the amount of money stated within the Purchase Order. Any products provided, or services rendered, in excess of this amount will be at the Contractor's expense and not payable by Collin County. No alterations, substitutions or extra charges of any kind will be permitted. Merchandise may not be billed at a price higher than is stated on the order. Contractors cannot include federal excise, state or city sales tax. Pursuant to Texas Tax Code Section 151.309, as amended, Collin County is exempted from sales and use taxes.
- E. PAYROLL SUBMISSION** – If Davis-Bacon or Prevailing Wages are applicable to the Services, original Weekly Certified Payrolls in the format required by Collin County must be submitted by all contractors, and subcontractors as applicable, on a weekly basis to Collin County. The Prime Contractor is responsible for all subcontractor payroll submittals. All contractors and subcontractors are to make available copies of cancelled checks and check stubs for comparison, if requested by Collin County. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance is found on page 2 of the WH-347 form, and additional certifications of compliance may be required by Collin County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.
- F. COST PLUS CONTRACTING PROHIBITED** – Cost-plus-a percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage of cost (CPPC) contract is a contract containing some element that obligates Collin County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

- G. SAFETY** – It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of County residents and staff, the Contractor’s staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

- H. HAZARDOUS MATERIALS** – As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

- I. SUPERVISION** – Contractor shall provide competent management for the Project, approved by County, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the County requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the County.

- J. STAFFING REQUIREMENTS** – Contractors, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall

provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

**K. SUBCONTRACTORS** – Collin County must approve the actual subcontractors prior to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers.

**L. TOLL/PARKING FEES** – Any and all toll/parking fees incurred by the Contractor(s) during the term of this contract will be the responsibility of Contractor.

**M. FAILURE TO COMPLY** – Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

**N. TERMINATION:**

**1. Termination for Convenience** – This Contract may be Terminated for Convenience due to reasons known to Collin County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. Collin County may terminate this contract without Cause upon thirty (30) days written notice.

**2. Termination for Cause** – This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include procurement costs to be paid by the Contractor. Collin County reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which Collin 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 services required to Collin County's satisfaction and/or to meet all other obligations and requirements.

**3. Termination for Health and Safety Violations** – Collin County shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

**O. CONTRACT TRANSITION** – In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by Collin County Purchasing, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and Collin County to ensure a smooth and timely transition to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Collin County. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

**STATE OF TEXAS**

**CONTRACT FOR SERVICES**

**COUNTY OF COLLIN**

**BACKGROUND**

This contract for services is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as "PROVIDER"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**CONTRACT FOR SERVICES**

**1. SCOPE OF SERVICES**

PROVIDER will perform Disaster Debris Monitoring and Related Services, Countywide which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work (See Attachment A & B). These services will include, but are not limited to:

- 1.1 Project Management
- 1.2 Seventy (70) Hour Push Period Assistance
- 1.3 Public Information Support
- 1.4 Truck Certification
- 1.5 Field Monitoring
- 1.6 DMS Monitoring and Support
- 1.7 Data Administration and Invoice Reconciliation
- 1.8 Funding Support
- 1.9 Safety
- 1.10 Regulatory and FEMA Policy Familiarity
- 1.11 Annual Coordination
- 1.12 General Operations Requirements
- 1.13 Invoicing Requirements

**2. DOCUMENTS INCORPORATED BY REFERENCE**

The parties agree that this contract, Request for Proposal No. 2021-234 (RFP), Addendums, Clarifications, Proposal, and Best and Final Offer (BAFO) (including the Schedules, exhibits and any attachments hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral

or written between the parties with respect to said subject matter. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. The order of precedence is RFP, Addendum 1, Addendum 2, Addendum 3, Clarifications, BAFO, Contract, and Proposal. **Any conflict with the Providers Executed Bid Form and the Request for Proposal, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.** ~~includes the plans and specifications for the Services identified thereon as such, plus the following (if any): (1) this written Services Contract, including any changes or modifications; (2) Addendum(s); (3) Advertisement for bids, Instruction to bidder, Invitation to Bid and Bid Form; (4) Special Conditions and Specifications; (5) The Payment bond in the sum of One Hundred Percent (100%) of the total Contract Price; (6) The Performance Bond in the sum of One Hundred Percent (100%) of the total Contract Price, all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Paragraph 2 do not, and shall not, form any part of this contract. **Notwithstanding, no deviations in the Provider's Executed Bid form from the Request for Proposal, Plans or other Contract documents prepared by the County shall be incorporated herein unless expressly provided in this Contract. Any conflict with the Providers Executed Bid Form and the Request for Proposal, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.**~~

### 3. **TERM OF CONTRACT**

The Contract begins on \_\_\_ and concludes on \_\_\_ date of award for twelve (12) months. At Collin County's option and approval by the PROVIDER, the contract may be renewed for four (4) additional twelve (12) month periods. Prices must remain firm. In the event the Primary is unable to honor the terms and conditions of the contract, if awarded, the Secondary PROVIDER may be called. The Primary PROVIDER is the first contact.

### 4. **COST COMPENSATION AND METHOD OF PAYMENT**

The parties agree that PROVIDER shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Pricing Schedule attached hereto as "Attachment A" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251 when the PROVIDER satisfies the following conditions ~~COUNTY will pay no more than \$\_\_\_\_\_ pursuant to this contract. COUNTY will pay PROVIDER within 30 days of invoice receipt when the PROVIDER satisfies the following conditions:~~

- 4.1 PROVIDER will bill for services performed in accord with this contract;
- 4.2 PROVIDER will send a/an (monthly, if applicable) invoice to Collin County, Accounts Payable, 2300 Bloomdale Rd, Suite 3100, McKinney, TX 75071;
- 4.3 PROVIDER's invoice will detail the services provided;  
~~(Address any additional rates/costs involving reports, materials, etc., and the number of such items, etc.)~~
- 4.4 ~~PROVIDER's invoice may include travel expenses if transportation is required to fulfill contract obligations. Travel expense reimbursement will not exceed \$\_\_\_\_\_ OR travel must be preapproved. Any travel~~

~~reimbursement must include receipts. Reimbursement will be made at the following rate(s):~~

- ~~• Per Diem Rate: (use County rate)~~
- ~~• Airfare: (preapproval may be needed)~~
- ~~• Mileage: (current County mileage rate)~~

~~(Address each travel reimbursement that is pertinent to the contract (per diem, mileage, vehicle rental, airfare, etc. If no travel is included, state "No travel expenses are included in this contract." or "It is understood that any expenses not specifically mentioned in this contract will not be reimbursed.")~~

## **5. INDEMNIFICATION**

To the fullest extent permitted by law, the PROVIDER and his sureties shall indemnify, defend and hold harmless the COUNTY and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the PROVIDER, his agents, employees or SubProviders; or on account of any negligent act or fault of the PROVIDER, his agents, employees or SubProviders in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the PROVIDER to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the COUNTY growing out of such injury or damage. In no event shall COUNTY be liable to PROVIDER for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. PROVIDER'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for PROVIDER or any SubProvider under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the PROVIDER likewise covenants and agrees to, and does hereby, indemnify and hold harmless the COUNTY from and against any and all injuries, loss or damages to property of the COUNTY during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, PROVIDERS, SubProviders, licenses or invitees of the PROVIDER.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

## **6. AGENCY-INDEPENDENT CONTRACT**

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

## 7. MISCELLANEOUS PROVISIONS

### 7.1 FINANCIAL INTEREST IN ANY CONTRACT BY COUNTY'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the COUNTY shall have a financial interest, direct or indirect, in any contract with the COUNTY or be financially interested, directly or indirectly, in the sale to the COUNTY of any land, materials, supplies or services, except on behalf of the COUNTY as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the COUNTY shall render the contract involved voidable by the COUNTY.

### 7.2 SERVICE OF NOTICES

The COUNTY and the PROVIDER shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the PROVIDER be a corporation, upon any officer or director thereof.

### 7.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

### 7.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

### 7.5 ASSIGNMENTS

The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or

his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the COUNTY.

The PROVIDER shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the COUNTY.

The approval of the COUNTY of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the COUNTY of any assignment, transfer or conveyance shall not operate to release the PROVIDER or surety hereunder from any of the Contract and bond obligations, and the PROVIDER shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

#### 7.6 STATE AND LOCAL SALES AND USE TAXES

The COUNTY qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the PROVIDER shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The PROVIDER shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the PROVIDER in performing the Contract with the COUNTY. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the COUNTY are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the PROVIDER must name the COUNTY and the project for which the equipment, material and supplies are being purchased, leased or rented.

#### 7.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and that the exclusive venue for any legal proceeding involving this Contract shall be in Collin County, Texas.

#### 7.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the ~~Architect~~ or COUNTY; any order, measurement, quantity or certificate by the ~~County Architect~~; any order by the COUNTY for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the COUNTY shall not operate as a waiver of any provisions of the contract or any power therein reserved to the COUNTY of any rights or damages therein provided. Any waiver of any breach of

contract shall not be held to be a waiver of any other or subsequent breach. The COUNTY reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The COUNTY reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the PROVIDER or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the PROVIDER of responsibility for faulty materials or workmanship, and the PROVIDER shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the COUNTY shall constitute acceptance of work not done in accordance with the Contract Documents or relieve PROVIDER of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

#### 7.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of COUNTY ~~or Architect~~ or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve PROVIDER from full compliance with the Contract Documents nor render COUNTY liable to PROVIDER for money damages, extensions of time or increased compensation of any kind.

#### 7.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

#### 7.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

#### 7.12 INTERPRETATION

Although this Agreement is drafted by the COUNTY, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

#### 7.13 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

#### 7.14 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency

(each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**7.15 LETTER OF GUARANTEE (Proof of Bonding Capacity) AND BONDS**  
PROVIDER will submit a certified letter each quarter verifying the continuing proof of bonding capacity within ten (10) days of COUNTY request.

At the time services are required, PROVIDER shall furnish Payment Bond (for a contract in excess of \$25,000) and Performance Bond (for a contract in excess of \$100,000) in the amount of one-hundred percent (100%) of the purchase order total within six (6) days of Notice to Proceed.

**8. PARTIES ADDRESSES**

COUNTY:

Fire Marshal/Emergency Management  
Attn: Jason Browning ~~Kelley Stone~~/Randall Gurney  
4690 Community Ave.  
Suite 200  
McKinney, TX 75071

County Administrator  
Attn: Bill Bilyeu  
2300 Bloomdale Ave.  
Suite 4192  
McKinney, TX 75071

Purchasing  
Attn: Gina Zimmel  
2300 Bloomdale Ave.  
Suite 3160  
McKinney, TX 75071

PROVIDER

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**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
Commissioners Court Order No. \_\_\_\_\_.

**COLLIN COUNTY  
STATE OF TEXAS**

**PROVIDER**

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Michelle Charnoski  
Purchasing Agent

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Authorized Signature

SAMPLE