



VILLAGE OF JONES CREEK
EMERGENCY MANAGMENT
7207 STEPHEN F AUSTIN
JONES CREEK, TEXAS 77541
TEL: 979-233-9911 FAX: 979-230-0606

JONES CREEK SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Village of Jones Creek

William Tidwell, Marshal
Emergency Management Coordinator
7207 Stephen F Austin

Jones Creek, Texas 77541

Solicitation Number: RFP #21-01 DEBRIS MONITORING SERVICES

Open / Due Date: FRIDAY APRIL 16, 2021 AT 12:00 P.M. (Noon) LOCAL TIME

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-230-0606

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Village of Jones Creek website no later than five (5) business days prior to bid / proposal opening) Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

JONES CREEK REQUEST FOR PROPOSAL COVER SHEET

RFP #21-01 DEBRIS MONITORING SERVICES

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for JONES CREEK.

Sealed offers shall be received no later than:

FRIDAY, APRIL 16, 2021 at 12:00 P.M. (non) LOCAL TIME

PLEASE MARK ENVELOPE: "RFP #21-01 DEBRIS MONITORING SERVICES"

Respondent shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES

VILLAGE OF JONES CREEK
WILLIAM TIDWELL, MARSHAL
EMERGENCY MANAGMENT COORDINATOR
7207 STEPHEN F AUSTIN
JONES CREEK, TEXAS 77541

****MAILING ADDRESS (SEE NOTE BELOW)**

VILLAGE OF JONES CREEK
WILLIAM TIDWELL, MARSHAL
EMERGENCY MANAGMENT COOR
7207 STEPHEN F AUSTIN
JONES CREEK, TEXAS 77541

JONES CREEK appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**US Postal Service mailing address

Packages delivered by the U.S. Postal Service are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

JONES CREEK is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request which must be received by emergency management, at least five (5) business days prior to the scheduled time for the bid/offer opening. The request must be addressed to William Tidwell, Emergency Management Coordinator, at the address stated above or faxed to (979) 230-0606. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Jones Creek reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Village of Jones Creek Website www.villageofjonescreektexas.com. Jones Creek shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.

WILLIAM TIDWELL, Marshal
Emergency Management
Coordinator
7202 Stephen F Austin
Jones Creek, Texas 77541

**JONES CREEK
BIDDER/OFFEROR CERTIFICATION**

RFP #21-01 DEBRIS MONITORING SERVICES

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Jones Creek, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

Published Dates:

Monday, MARCH 30, 2016

JONES CREEK CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA
JONES CREEK

This memorandum of agreement made and entered into on the _____ day of _____, 2021, by and between Jones Creek in the State of Texas (hereinafter designated City), acting herein by _____, Mayor, by virtue of an order of The City of Jones Creek, _____ (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the City agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for RFP #21-01 DEBRIS MONITORING SERVICES as stated in the Request for Proposal Package Checklist hereto attached and made a part hereof, together with the bond (when required), and shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the Jones Creek agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Jones Creek, Texas this _____ day of _____ 2021.

By: _____
Terry Jeffers, Mayor

By: _____
Printed Name

By: _____
Signature of Contractor

By: _____
Printed Name and Title

REQUEST FOR PROPOSAL PACKAGE CHECKLIST

RFP #21-01 DEBRIS MONITORING SERVICES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Jones Creek Emergency Management Division.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1. **Solicitation Download Acknowledgment**
2. **Cover Sheet**
3. **Bidder Certification** -Must be signed (IN INK) by an authorized representative of the offeror having the authority to bind the firm into a contract.
4. **Contract Sheet** - Must be signed (IN INK) by an authorized representative of the offeror having the authority to bind the firm into a contract **(TO BE SUBMITTED BY VENDOR UPON AWARD)**
5. **Package Checklist**
6. **Instructions to Respondents**
7. **Specifications / Scope of Work**
8. **Offer Sheet** - Must be signed (IN INK) by an authorized representative of the offeror having the authority to bind the firm into a contract.
9. **Statement of No Offer**
10. **Standard Terms and Conditions**
11. **Special Requirements**
12. **Bidder/Offeror's Affirmation**
Company name, identifying information and signature (IN INK).
13. **SDNs/Blocked Persons Affirmation**
14. **Title VI Policy Statement**
15. **Vendors Qualifications**
16. **Insurance Requirements**
17. **Bid Bond Requirements**
18. **Performance Bond Requirements**
19. **Payment Bond Requirements**
20. **Conflict of Interest Questionnaire – Form CIQ**
21. **Certificate of Interested Parties Form 1295 (TO BE SUBMITTED BY VENDOR UPON AWARD)**
22. **Return Label**
23. **Attachments:** The documents marked below are hereby attached and made a part of this package.
 - **Offeror Data Sheet** (Offeror information and W-9 Form must be completed and returned with offer)

Initials _____

JONES CREEK

INSTRUCTIONS TO RESPONDENTS

RFP #21-01 DEBRIS MONITORING SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, as well as all other documents included in the Request for Proposal Number 21-01 as stated in the Request for Proposal Package checklist and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Jones Creek may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the City.

2.0 PROJECT DESCRIPTION

In accordance with Texas Local Government Code 262.030, Jones Creek is seeking proposals for services for disaster management, recovery and consulting services to support the City with the oversight and management of their debris recovery contractors for either declared or non-declared events.

3.0 PRE-OFFER MEETING

A non mandatory pre-bid/offer Zoom meeting is scheduled for Tuesday, April 6, 2016 at 10:00 a.m. local time Invite link- <https://zoom.us/j/98319662410?pwd=NjM4M0Z4aUt3cVp6R3B1dlBaVkNiUT09> passcode rfp2101 Attendance is not mandatory in order to submit an offer; however, it is highly recommended if you have questions.

4.0

PROPOSAL REQUIREMENTS

The proposal includes instructions to respondents, specifications and contract documents. It is the responsibility of each Offeror before submitting a proposal to examine the contract documents thoroughly.

One (1) original and *SIX* (6) copies shall be submitted which will include all documents associated with the request for proposal. Each marked page of the response sheets must be manually signed or initialed by an officer of the company having the authority to bind the company in a Contract.

Jones Creek prefers that each response be bound in a three (3) ring or plastic comb binder and tabbed by section. Each bound submittal shall be marked as "Original" or "Copy". The tabs should identify the following sections by name rather than by a number or alphabet.

- Vendor completed Jones Creek RFP Document, including vendor's response to specifications / scope of work, evaluation criteria and Offer Sheet
- Insurance Requirements
- Vendor Data Sheet & W-9 form
- Vendor Qualifications
- Addenda (if applicable)
- Exceptions (if applicable)
- Additional information if required and / or applicable to the project

Initials _____

Complete responses shall be sealed in an envelope or box for delivery to the Jones Creek Emergency Management Coordinator per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the respondent's name and the RFP number which corresponds to this proposal.

Each response shall be organized to conform to the RFP sequence and format. Respondent should provide a response for each and every portion of the RFP. Responses should be carefully considered by the respondent as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Jones Creek appreciates a brief straightforward concise proposal, the respondent must fully understand that the evaluation is based on the information provided. Any ambiguous and equivocal statements may be construed against the respondent.

Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exceptions". Any ambiguous and equivocal statements may be construed against the offeror.

Provider must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions and Special Requirements may be placed in an Appendix labeled "Exceptions."

Each offeror shall submit completed Vendors Qualifications forms provided in this Request for Proposal. Jones Creek shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform its obligations under the Contract, and the offeror shall furnish Jones Creek all such information and data for this purpose as it may request. Jones Creek reserves the right to reject any offer where an investigation of the available data pertaining to the qualifications of an offeror is not to the satisfaction of Jones Creek.

5.0 CONTRACT AWARD / EVALUATION PROCESS

An evaluation committee will examine all responses to this Request for Proposals. Responses that do not conform to the instructions given or that do not address all the questions and services specified may be eliminated from consideration. Jones Creek, however, reserves the right to accept such a response if it is determined to be in the City's best interest to do so.

Jones Creek may initiate discussions with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Jones Creek expects to conduct discussions with respondent personnel authorized to enter into contractual obligations.

Jones Creek shall rank responses in accordance with the Evaluation Criteria listed in Section 6.0 and will review proposal content and its conformance to requirements. Following an initial evaluation, the evaluation team may recommend award without further discussion with one or more offerors or may conduct discussions and interviews with top-ranked responsible offeror(s).

During the discussion / interview and negotiations, the evaluation team may allow the offeror(s) to submit a best and final offer. Final offers shall be evaluated on the same criteria used in the first evaluation.

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposal.

"Lowest and best" means an offer providing the best value for the City considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties and customer service after a sale.

Initials _____

Jones Creek is not bound to accept the lowest priced proposal if that proposal is judged not to provide the best value for the County.

Proposals will be opened publicly to identify the names of the offerors. Other contents of the proposals will not be disclosed prior to award or rejection by Jones Creek.

Jones Creek reserves the right to reject any and all proposals and is not obligated to award a contract pursuant to this request for proposal.

6.0 EVALUATION CRITERIA

The criteria used to evaluate the proposals shall be:

Firm Qualifications / Experience.....	30 points
Knowledge regarding FEMA and FHWA-ER and other reimbursement method.....	20 points
Price Schedule.....	40 points
Management systems / reporting / training.....	10 points

6.1 PROPOSAL SCORING CRITERIA (REVISE SECTION ACCORDING TO CRITERIA ABOVE)

The following information will be used by the City in the selection of the vendor to provide the work as stated in Section 2.0 Description.

- 6.1.1 Firm Qualifications / Experience – Provide an explanation of experience and qualification in providing monitoring services for declared and non declared events, and any Texas events.
- 6.1.2 Knowledge regarding FEMA and FHWR-ER and other reimbursement methods – Vendors are to include in RFP response, documentation showing their company is fully knowledgeable on all aspects of reimbursement methods for FEMA and FHWR-ER
- 6.1.3 Price Schedule- Price submitted in offer
- 6.1.4 Management Systems / Reporting / Training – Vendors must explain in their RFP response their systems of management, reporting and training.

7.0 PROJECT MANAGERS

Jones Creek Emergency Managment

8.0 REQUESTS FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Emergency Managment Division at least five (5) business days prior to the scheduled time for the proposal opening. The request must be addressed to William Tidwell, Emergency Management at the address listed below or faxed to (979) 230-0606.

Village of Jones Creek
Attn: William Tidwell
7207 Stephen F Austin
Jones Creek, TX 77541

Offerors may also email requests for clarification to: knew@hmicac.org.

Initials _____

9.0 AWARD LETTER / NOTICE TO PROCEED

After the award has been made in City Council, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award. Once all required bonds, insurance, and other applicable forms have been submitted to the Emergency Management, the Project Manager will contact the awarded vendor and set up the project kick-off meeting, if applicable.

10.0 MODIFICATIONS PRIOR TO OPENING

Prior to the opening of proposals, an offer may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

11.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

A person commits an offense if the person knowingly violations Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: <http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM>
Texas Local Government Code Chapter 176 can be found here: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

Questionnaire Form CIQ is included in this bid/offer

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Village Jones Creek
Emergency Management
7207 Stephen F Austin
Jones Creek, Texas 77541

12.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission.

Form 1295 and definitions are included in this bid/offer for your information.

Initials _____

13.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Jones Creek recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

Per Code of Federal Regulations, Title 2, § 200.321. "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses 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;
- (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.

14.0 CONTRACT TERM

Award of Contract shall begin upon acceptance of Contract and shall continue for twelve (12) months.

Further, Jones Creek reserves the right to renew the Contract every twelve (12) months for three (3) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by Jones Creek each period. Once renewal option is exhausted, the Contract must be re-solicited.

Contract can only be activated by Jones Creek.

Jones Creek retains the option to re-solicit new proposals at any time if in its best interest.

INSURANCE REQUIREMENTS

- 15.0** Contractor shall furnish certificates of insurance to Jones Creek evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Initials _____

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the City evidencing renewal of policy within 30 days of renewal. Contractor shall provide City with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the Emergency Management Division to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Jones Creek, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Jones Creek, Jones Creek shall be listed as additionally insured with the exception of workers compensation insurance.

16.0 INCLEMENT WEATHER:

In case of inclement weather or any other unforeseen event causing the City to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the City is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the City may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the City of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The City reserves the right to make the final judgment call to extend any deadline.

17.0 ADDITIONAL REQUIREMENTS

1

17.1 Invoices

17.1.1 Invoices shall be mailed to the address of the City.

17.1.2 All invoices must reference the appropriate project number..

17.1.3 Invoices shall include additional detailed information such as an itemized listing of the items ordered to include, but not be limited to the following:

17.1.3.1 Complete description of service(s)

17.2 Pricing

17.2.1 All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

Initials _____

JONES CREEK SPECIFICATIONS / SCOPE OF WORK

RFP #21-01 DEBRIS MONITORING SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

- 1.1 Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in compliance with all regulatory requirements. Debris Monitoring Company may be utilized to monitor and document non declared events as well.
- 1.2 Jones Creek requires all respondents to understand FEMA (Federal Emergency Management Agency) PA (Public Assistance) policies and guidelines, including eligibility issues and specifically those relating to debris.
- 1.3 Jones Creek will select a firm to monitor our debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for PA grant funding to offset expenses incurred from debris removal.
- 1.4 Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize PA funding.
- 1.5 Jones Creek reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.
- 1.6 Responding firms will need to be capable of providing a wide range of services including, but not limited to the following:
 - 1.6.1 Damage assessment
 - 1.6.2 Training
 - 1.6.3 Emergency planning
 - 1.6.4 Infrastructure restoration
 - 1.6.5 Communication with FEMA, FHWA (Federal Highway Administration), State of Texas and other State and Federal agencies
 - 1.6.6 Coordinate with State Insurance representatives
 - 1.6.7 Event planning (pre/post)
 - 1.6.8 Funding
 - 1.6.9 Reimbursement Services

2. QUALIFICATIONS

Firms should have a complete understanding of their responsibilities in addition to:

- 2.1 Understanding their responsibilities in accordance with the terms of the debris removal contract _____ and other specific guidance provided by Jones Creek
- 2.2 Possess the capability to estimate debris quantities accurately and objectively

Initials _____

- 2.3 Comprehend all the various phases of the debris management operations, including all loading sites, DMSs (Debris Management Site) and final disposition locations
- 2.4 Differentiate between debris types
- 2.5 Able to fill out load tickets correctly
- 2.6 Understand all site safety procedures
- 2.7 Communicate effectively and efficiently
- 2.8 Previous construction site experience preferred, not required
- 2.9 General knowledge pertaining to the operation of large construction machinery preferred, not required
- 2.10 Maintaining logs of daily subcontractor performance, eligibility or other activities as required

3.0 SERVICES

The awarded company will be required to provide disaster debris monitoring services to include debris generated from public rights-of-ways, private property, drainage areas/canals, waterways, public and other designated areas.

- 3.1 Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:
 - 3.1.1 Vegetative Debris
 - 3.1.2 Hazardous Waste
 - 3.1.3 Household Hazardous Waste
 - 3.1.4 Electronic Waste
 - 3.1.5 White Goods
 - 3.1.6 Soil, Mud and Sand
 - 3.1.7 Vehicles and Vessels
 - 3.1.8 Animal Carcasses or other fleshy organic matter
 - 3.1.9 Infectious Waste
 - 3.1.10 Chemical, Biological, Radiological and Nuclear-Contaminated debris
 - 3.1.11 Construction and Demolition (C&D) Debris
- 3.2 Coordinate briefings with the City on contractor work progress
- 3.3 Scheduling work for all team members and contractors daily
- 3.4 Monitoring recovery contractor operations, making recommendations to improve efficiency to ensure fast recovery work
- 3.5 Assisting the City with responding to the public
- 3.6 Submit daily reports to the City operational issues, including DMS operations and safety issues.
- 3.7 Entering and processing of load tickets using an automated debris management tracking system for real-time and automated tracking and reporting.
- 3.8 Review, reconciliation and validation of debris removal contractor(s) invoices prior to submission to the City for processing

Initials _____

- 3.9 Worksheets and other required document preparation which will be required for reimbursement by FEMA, FHWA any other applicable agency for disaster recovery efforts by the County and designated debris removal contractors.
- 3.10 Final reporting
- 3.11 Ensure contractors are following and maintaining safety requirements
- 3.12 Ensure only eligible debris is collected for loading and hauling
- 3.13 Familiarize with the requirements outlined in all debris removal and disposal City contracts to ensure the contract requirements are being carried out correctly
- 3.14 Make unannounced visits to all loading and disposal sites
- 3.15 Photograph all trucks and trailers used in the debris operation to establish a baseline inventory of equipment
- 3.16 Assist in measuring all debris hauling trucks and trailers with the appropriate contractor representatives (if applicable)
- 3.17 Ensure all work complies with local ordinances and State and Federal regulations
- 3.18 Monitor environmental compliance on all debris management sites (DMSs)
- 3.19 Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in cubic yards (CY) for each truck and trailer prior to its commencement of debris hauling operations
- 3.20 Recertify truck capacities on a regular basis
- 3.21 Ensure trucks are loaded properly (and not artificially-e.g. debris is wetted, fluffed or not compacted) and loads are accurately evaluated
- 3.22 Verify load tickets are properly completed and controlled by the contractors and the City
- 3.23 Ensure debris sites are properly mobilized and administered
- 3.24 Ensure accurate recordkeeping and appropriate documentation
- 3.25 Ensure contractor activities are conducted as mandated in contractor scope of work
- 3.26 Determine whether each load is to be claimed for reimbursement based on established criteria, and mark load tickets if ineligible for FEMA reimbursement
- 3.27 Ensure that tickets are not issued for trucks that arrive at pick up sites already loaded, or partially loaded
- 3.28 Verify that hazardous wastes are not mixed into loads
- 3.29 Record the hours equipment was used, including down time of each piece of equipment by day (if applicable)
- 3.30 Issue load tickets for each debris load to the truck driver

4.0 PERSONNEL

- 4.1 The debris monitoring company shall provide to the City all management, supervision, labor, transportation, and equipment necessary to initiate load-tickets at debris loading sites, estimate the volume of debris (in cubic yards), being delivered to each DMS / disposal site, and support the operations of field supervisor(s), debris loading and tower/site monitors, and clerical staff from the City.

Initials _____

- 4.2 The debris monitoring contractor's on-site Project Manager shall also assign a field supervisor who will be assigned to provide oversight of up to ten (10) loading site and tower / site debris monitors.
- 4.3 How many personnel will be provided to monitor the number of debris loading sites that are located within Jones Creek?
- 4.4 How many personnel will be provided to monitor debris management sites (DMS) / disposal sites located within Jones Creek/ Brazoria County?

5.0 ADDITIONAL REQUIREMENTS

Proposals will need to include the following:

- 5.1 Office location responsible for this project
- 5.2 Names and contact information for key personnel
- 5.3 Evidence of satisfactory completion of disaster debris monitoring in the past five (5) years at similar jurisdictions
- 5.4 The scope, project budget and operational duration (include the firm's contract manager, phone number and email address for each disaster response or project, if available)
- 5.5 Summary of past relevant experience for each response should include the following:
 - 5.5.1 Type of disaster – hurricane, tropical storm, tornado etc
 - 5.5.2 Type of jurisdiction – city, county, district, any combination
 - 5.5.3 Collection debris monitoring assignments
 - 5.5.4 DMS debris monitoring assignments
 - 5.5.5 Final disposal debris monitoring functions
- 5.6 FEMA reimbursement actions and issue resolution
- 5.7 Knowledge and experience with State and TCEQ (Texas Commission on Environmental Quality) solid waste regulations and the disaster debris management policies
- 5.8 Sub-consultant(s) / subcontractors that may be used
- 5.9 3 year claims / litigation history and status
- 5.10 Have any of respondent's clients ever been denied reimbursement of a service or item by FEMA? Please include statement of explanation.
- 5.11 Has a client's claim to FEMA ever been denied by FEMA due to faulty action or errors by the respondent? Please include statement of explanation.
- 5.12 Number of debris monitoring contracts your Firm currently has within a 250 mile radius of Jones Creek/ Brazoria County.
- 5.13 Number of current contracts that your firm has in a typical storm prone location.
- 5.14 Include your firms success rate, percentage wise, with FEMA.

Initials _____

6.0 PRE-EVENT REQUIREMENTS

The contracting firm will provide assistance to the City in preparation for disasters through participation in meetings and workshops in order to establish data management and other integrated systems.

The contracting firm at no cost to Jones Creek shall:

- 6.1 Provide Jones Creek full-time personnel with a half day debris management training session. The training program must at a minimum meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- 6.2 Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include fax and cell numbers as well as email addresses.
- 6.3 Participate in annual workshops or planning meetings with Jones Creek representatives and debris hauling and disposal contractor(s) to establish / review all applicable policies and procedures.

7.0 POST EVENT REQUIREMENTS

- 7.1 Monitoring firm will assist the City with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City agencies.
- 7.2 Monitoring firm shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 7.3 Monitoring firm shall supply one (1) field supervisor to oversee no more than ten (10) loading and tower / site debris monitors.
 - 7.3.1 Monitoring firm will supply Jones Creek services that the field supervisor will be responsible for.
- 7.4 Monitoring firm will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.
 - 7.4.1 Monitoring firm will supply Jones Creek services that the debris monitoring personnel will be responsible for.
- 7.5 Monitoring firm will supply Jones Creek with debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets.
 - 7.5.1 Monitoring firm will supply Jones Creek services that the debris tower and site monitor personnel will be responsible for.
- 7.6 Monitoring firm will supply Jones Creek with a clerical / data entry supervisor and clerk to coordinate data entry and information management systems.
 - 7.6.1 Monitoring firm will supply Jones Creek with a list of the services that the clerical / data entry supervisor personnel will be responsible for.

8.0 MOBILIZATION & SCHEDULE

Monitoring firm must be prepared to deploy debris monitors within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, monitoring firm shall be prepared to increase the number of debris monitors for Jones Creek. Include specific timelines for possible disaster or storm occurrences.

9.0 REQUIREMENTS UNDER THE UNIFORM RULES

I. Termination for Cause and Convenience:

"Upon written notice to the bidder/vendor of a defect or breach of this Agreement, bidder/vendor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If bidder/vendor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, this Agreement shall immediately terminate. Nevertheless, Jones Creek reserves the right to provide written notice to the bidder/vendor that this Agreement shall continue for an additional fifteen (15) business days if bidder/vendor has in good-faith commenced efforts to cure said defect(s) or breach(es) and bidder/vendor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es) within said additional fifteen (15) business days if so provided.

Notwithstanding the preceding, this Agreement shall be for a period of twelve (12) months to begin upon award with an option of three (3) twelve (12) month renewals subject to City Council approval. This Agreement may be terminated by either party for any reason by giving the other party thirty (30) days written notice of the intent to terminate."

II. Remedies:

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Jones Creek may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

III. Equal Opportunity Clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

IV. Copeland Anti-Kickback Act

"Compliance with the Copeland "Anti-Kickback" Act

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

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

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

V. Contract Work Hours and Safety Standards Act

"Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Initials _____

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

VI. Access of Records (Required under 2 CFR 200.336)

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

VII. Retention of Records (Required under 2 CFR 200.333)

“Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the (name of the state agency or local or Indian tribal government), (name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

VIII. Clean Air Act and Federal Water Pollution Control Act

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

IX. Debarment and Suspension

“Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Jones Creek. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Jones Creek, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

X. Byrd Anti-Lobbying

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Initials _____

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

XI. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site. <http://www3.epa.gov/epawaste/consERVE/tools/cpg/index.htm>

The list of EPA-designate items is available at <http://www3.epa.gov/epawaste/consERVE/tools/cpg/products/index.htm>

XII. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

XIII. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

XIV. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

XV. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Initials _____

JONES CREEK OFFER SHEET

RFP #21-01 DEBRIS MONITORING SERVICES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

FIRMS ARE REQUIRED TO INCLUDE THEIR SCHEUDLE OF PRICING WITH THEIR RESPONSE.

GENERAL: The undersigned respondent has carefully examined the Request for Proposal package and the Certification, the Standard Terms and Conditions, the Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Jones creek in accordance with the requirements of the City as stated in the above-referenced contract documents.

Detailed specifications covering items offered must be attached to and made a part of the Offer Sheet.

Jones Creek reserves the right to accept or reject any or all proposals and waive all technicalities.

(legal name of bidding firm)

(address)

(type name of officer)

(signature of officer)

(title of officer)

(telephone)

(fax)

(date)

JONES CREEK STATEMENT OF NO OFFER

RFP #21-01 DEBRIS MONITORING
SERVICES

If respondent is not offering on the goods and/or services as stated in this RFP please complete and return this form to:

Village of Jones Creek, Emergency Management Division, 7207 Stephen F Austin, Jones Creek Texas 77541.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

JONES CREEK

STANDARD TERMS AND CONDITIONS

1. **FUNDING:** Funds for payment have been provided through the Jones Creek budget approved by the City Council for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Jones Creek fiscal year shall be subject to budget approval.
2. **DELIVERY:** Items ordered from this offer may require delivery to various locations throughout Jones Creek, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Jones Creek designated location) are to be included in the offer price except as noted herein.
3. **AWARD OF CONTRACT:** Jones Creek reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the City through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County Jones Creek may purchase through the source that provides the best value to the City. The successful Offeror will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
 - 3.1 Jones Creek hereby notifies Offerors that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Jones creek is prohibited from entering into a contract or other transaction which requires approval by the City Council with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the City. Further, that this Contract may be terminated and payment withheld if awarded Offeror becomes indebted to the City during the term of the Contract.
4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Jones Creek without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
5. **CONTRACT:** The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Request for Proposal Number 16-18 as stated in the Request for Proposal Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Jones Creek. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.
6. **INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Jones Creek.
 - 6.1 It is further understood, that any other governmental entity that elects to use a Jones Creek semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
7. **DEFAULT OF OFFEROR:** If successful offeror defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next offeror who provides the best value to Jones Creek upon the approval of City Council.
 - 7.1 Offeror, in submitting this offer, agrees that Jones Creek shall not be liable for damages in the event that the City declares the offeror in default.

Initials _____

8. **ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Jones Creek Emergency Management Division. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Offerors shall acknowledge receipt of all addenda.
9. **SALES TAX:** Jones Creek is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
10. **ETHICAL CONDUCT:** The offeror shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Jones Creek. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.
- 10.1 The Offeror affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.
11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- 1) Have adequate financial resources, or the ability to obtain such resources as required;
 - 2) Be able to comply with the required or proposed delivery schedule;
 - 3) Have a satisfactory record of performance;
 - 4) Have a satisfactory record of integrity and ethics;
 - 5) Be otherwise qualified and eligible to receive an award.
- 11.1 Jones Creek may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
12. **REFERENCES:** During an analysis of all offers, Jones Creek request Offeror to supply a list of three (3) references to which like services or materials have been supplied by Offeror. If requested, references should include name of firm, address, telephone number and name of representative.
13. **INSURANCE:** Prior to acceptance of contract by Jones Creek, the successful Offeror must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.
14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
15. **INDEMNIFICATION:** The successful Offeror (herein after referred to as Contractor), shall defend, indemnify, and save harmless Jones Creek and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.
- 15.1 Further, Contractor indemnifies and will indemnify and save harmless Jones Creek from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Jones Creek growing out of such injury or damages. Initials _____

- 15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the City for such purpose may be retained for the use of the City, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the City, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
16. **THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
17. **INVOICE REQUIRED:** All orders for materials or work must be authenticated by a invoice. Invoices not bearing a project number number will not be paid.
18. **TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the Emergency Management Coordinator, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Jones Creek. The City reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the City.
19. **WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Jones Creek, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
20. **TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the Emergency Management Coordinator, 7207 Stephen F Austin, Jones Creek, Texas 77541. Jones Creek reserves the right to award canceled Contract to the offeror who offers the next best value to the City as it deems to be in the best interest of the City.
- 20.1 In the event of breach or default of this Contract, Jones Creek reserves the right to enforce this Contract in any manner prescribed by law or deemed to be in the best interest of the City.
- 20.2 In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Jones Creek shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
21. **DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Jones Creek shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Jones Creek, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Jones Creek project number and descriptive information as to item and quantity delivered.
23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

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24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the City of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.
25. **CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
26. **DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the City. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.
27. **WARRANTY:** Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Offerors must provide all warranty terms and conditions in response package.
28. **ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Jones Creek.
29. **GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jones Creek 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. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.
All documents are subject to Texas Open Records requirements.
30. **DRAWINGS:** All drawings, plans, and specifications are hereby attached and made a part of this Contract.
31. **RIGHT TO AUDIT:** At anytime during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Jones Creek, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful offeror's expense within two (2) weeks of written request.
32. **BID BOND:** *If marked on the "Request for Proposal Package Checklist" as an applicable component*, all offerors must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total proposal price, if the proposal exceeds \$100,000 in Contract price or if the Contract includes construction of public work. Such cashier's check shall be payable to the order of Jones Creek, or a Bid Bond in the same amount issued by a surety, acceptable to Jones Creek, authorized to do business in the State of Texas, as a guaranty that the offeror will enter into a contract with Jones Creek (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

Initials _____

33. **PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) *If marked on the "Request for Proposal Package Checklist" as an applicable component*, in the event the total accepted proposal price exceeds \$25,000 the successful offeror must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful offeror must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Jones Creek reserves the right to accept or reject any surety company proposed by the offeror. In the event Jones Creek rejects the proposed surety company, the offeror will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Jones Creek. (*See Package Checklist.*)
34. **APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Jones Creek shall apply.
35. **COMPLIANCE WITH APPLICABLE LAWS:** Offeror shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offeror hereunder or which in any manner affect this Contract.
36. **FORCE MAJEURE:** Neither the City nor the successful offeror shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.
37. **SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.
38. **QUANTITIES:** Jones Creek requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.
- 38.1 Jones Creek reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.
39. **PURCHASE FROM OTHER SOURCES:** Jones Creek reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Jones Creek. Further, the City reserves the right to obtain such goods and/or services from others without penalty or prejudice to the City or the offeror and such action shall not invalidate in whole or in part this Contract or any rights or remedies Jones Creek may have hereunder.

Initials _____

JONES CREEK SPECIAL REQUIREMENTS

RFP #21-01 DEBRIS MONITORING SERVICES

OFFEROR INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Jones Creek as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful offeror represents it is familiar with the condition under which Jones Creek operates and represents that it has the resources, knowledge and skills to properly support the City's needs consistent with these special conditions and the Contract documents.

The City reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the City's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Jones Creek shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Statement of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the City will consider alternate offers submitted by offeror. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Statement of Work and shall include all pricing/cost advantages if applicable. Offerors are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Statement of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Jones Creek

Prices offered shall reflect the full Specifications/Statement of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offeror must include all incidental costs in his pricing. Jones Creek will not provide or allow for parking or travel reimbursements for the offeror's employees. Offeror's offices, administration and/or place of business will not be on Jones Creek premises and will be the offeror's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Jones Creek, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Jones Creek. It is understood and agreed that the offeror is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the offeror's employees and or equipment during the course of the Contract.

Offerors may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful offeror as selected by the evaluation committee. If Jones Creek and offeror are unable to agree to Contract terms, Jones Creek reserves the right to terminate Contract negotiations with that offeror and enter into negotiations with another offeror.

No award or acquisition can be made until City Council approves such action.

Jones Creek will not be obligated to the offeror for goods and/or services until completion of a signed Contract as approved by City Council.

Initials _____

Submission of an offer implies the offeror's acceptance of the evaluation criteria and offeror recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Jones Creek or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and invoice. Progress toward this end is solely at the discretion of Jones Creek and may be terminated at any time prior to the signing of a Contract.

Jones Creek will not be liable for any costs incurred by the offeror in preparing a response to this RFP. Jones Creek makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Jones Creek. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Open Records Act". To the extent permitted by law, offerors may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jones Creek Emergency Management Division. All presentations and/or meetings between Jones Creek and the offeror relating to this RFP shall be coordinated by the Jones Creek Emergency Management Division. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of offeror's proposal.

All information provided to offeror for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Jones Creek and will not be used by offeror for any other purposes.

The offeror is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at offeror's risk.

RFP Form Completion

Offeror shall fill out, **SIGN**, and return to the Jones Creek Emergency Management Division one (1) unbound original, one (1) digital (PDF format) and SIX (6) copies of the complete RFP form. An authorized representative of the offeror **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Jones Creek Mayor and an invoice authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, offeror **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL RFPs are to be F.O.B. Destination, Net Thirty (30) Days.**

Exceptions

Bidder/Offeror must provide any and all warranty terms and conditions. Bidder/Offeror Terms & Conditions are subject to the review and approval of Jones Creek. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offeror must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Open Records

All responses to this solicitation are in their entirety, subject to the Texas Open Records Act. Jones Creek will respond to open records requests in accordance to law by providing all requested response information unless respondent (offeror) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

RFP Returns

Offerors must return all completed offers to the Jones Creek Emergency Management division **no later than 12:00 P.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

ADDRESS:
VILLAGE OF JONES CREEK
WILLIAM TIDWELL, MARSHAL
EMERGENCY MANAGEMENT COOR
7207 STEPHEN F AUSTIN
JONES CREEK, TEXAS 77541

Initials _____

Late Bid/Offers

Bids/Offers received in the office of the Emergency Management after submission deadline will be considered void and unacceptable. Jones Creek is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer

Offerors offering substitutions shall state these by attachment as part of the bid/offer. Jones Creek reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the City.

Withdrawal of Bid/Offer

A bid/offer may not be withdrawn or canceled by the offeror without the permission of Jones Creek for a period of ninety (90) days following the date designated for the receipt of bids/offers, and offeror so agrees upon submittal of their bid/offer.

Descriptions

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

Terms of Payment

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Jones Creek unless otherwise specified. If installation of equipment and software is delayed, the City reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Pricing / Delivery

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Jones Creek will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the City unless such costs were explicitly included in the proposal. Offeror will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Jones Creek Emergency Management Division.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jones Creek.

Price Increase: A price redetermination may be considered by Jones Creek only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the Jones Creek Emergency Management, 17207 Stephen F Austin, Jones Creek, Texas 77541, based on a minimum of five (5) percent increase in manufacturer's direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jones Creek reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Personnel

Successful offeror agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Jones Creek Emergency Management Division.

~~Successful offeror agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.~~

Jones Creek may, at any time, request the removal and replacement of any of successful offeror's employees and the successful offeror will duly consider such request.

Initials _____

Legal Documents

Offeror must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Jones Creek. These agreements must be completed, executed by offeror's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Jones Creek Attorney's Office, and to approval by City Council. In the event of conflicting terms, the Jones Creek Terms and Conditions, Statement of Work, and attachments shall prevail.

Contract Obligations

This offer, submitted documents and any negotiations, when properly accepted by Jones Creek, shall constitute a Contract equally binding between the successful offeror and Jones Creek. The selected offeror will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The offeror's response may be incorporated into any Contract which results from this RFP, therefore, offerors are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the offeror to meet such claims will result in a requirement that the offeror provide resources necessary to meet submitted claims and/or breach of Contract.

Initials _____

**JONES CREEK
BIDDER/OFFEROR'S AFFIRMATION**

RFP #21-01 DEBRIS MONITORING SERVICES

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.

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

3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:

_____ Does not own taxable property in Jones Creek.

_____ Does not owe any ad valorem taxes to Jones Creek or is not otherwise indebted to Jones Creek

If any additional information is required regarding these requirements, please contact The Jones Creek
Emergency Management Division PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

Sole Owner's SSN _____

**JONES CREEK
BIDDER/OFFEROR'S SDNs/BLOCKED PERSONS
AFFIRMATION**

RFP #21-01 DEBRIS MONITORING SERVICES

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Government Code Bidder/Offeror, hereby affirms that Bidder/Offeror:

(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDNs)/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Jones Creek may not make procurement transactions with SDNs/Blocked Persons.

If any additional information is required regarding these requirements, please contact The Jones Creek
Emergency Management PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

Title VI and Related Statues Nondiscrimination Statement

Jones Creek, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

Mayor, Jones Creek

Titulo VI y Estatutos Relacionados
Declaration de No Discriminacion

Jones Creek, como beneficiario de la asistencia financiera federal y segun el Titulo VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona sera excluida por motivos de raza, religion (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni sera sujeto a discriminación bajo ningun programa o las actividades del Departamento.

Mayor, Jones Creek

VENDOR QUALIFICATIONS

VENDOR'S GENERAL EXPERIENCE & QUALIFICATIONS

General Contractors Name: _____

I. General

- a. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- b. Attach your Project Organization Chart
- c. Submit list of other fully staffed branch offices
- d. Submit list of corporate officers, partnerships or owners of organization

II. History

- a. Please specify:

Corporation – State of Incorporation _____

Partnership

Sole Proprietorship

Joint Venture

- b. Specify: In continuous business since: _____

- c. Specify:

Large Business (100 or more employees)

Small Business (fewer than 100 employees)

Other _____

III. Experience

- a. Normally performs _____% of work with own forces.
- b. Proposing to perform _____% of work for this project with own forces.

i. List Trades _____

(additional attachments as required)

VENDOR QUALIFICATIONS

List Projects

(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date

VENDOR QUALIFICATIONS

VENDOR KEY PERSONNEL

I. Project Manager Information

- a. Resumes of key personnel shall also be included. Professional affiliations, memberships, and certifications for each of the key personnel must be included and will be used to evaluate the proposed team and personnel.

Project Manager	Years Experience	Projects

Superintendent	Years Experience	Projects

Scheduler	Years Experience	Projects

Quality Control Person	Years Experience	Projects

VENDOR QUALIFICATIONS

VENDOR REFERENCES

Please provide five (5) references for the products / services under consideration. Preference is with a government similar in size to Jones Creek, as well as to contracts similar in scope as stated in the RFP.

1. Name of government or agency: _____
Address: _____
Contact Name: _____
Phone Number: _____
\$ amount of project / contract: _____
Contract / Project dates: _____

2. Name of government or agency: _____
Address: _____
Contact Name: _____
Phone Number: _____
\$ amount of project / contract: _____
Contract / Project dates: _____

3. Name of government or agency: _____
Address: _____
Contact Name: _____
Phone Number: _____
\$ amount of project / contract: _____
Contract / Project dates: _____

4. Name of government or agency: _____
Address: _____
Contact Name: _____
Phone Number: _____
\$ amount of project / contract: _____
Contract / Project dates: _____

5. Name of government or agency: _____
Address: _____
Contact Name: _____
Phone Number: _____
\$ amount of project / contract: _____
Contract / Project dates: _____

VENDOR QUALIFICATIONS

VENDOR'S CURRENT WORK SCHEDULE/RECORD

(MODIFY TO FIT RFP)

I. Past Record

- a. List major projects your organization has completed in the last 5 years with completion dates and references.

Name & Location of Project	Contract \$	Date Completed	Owner Contact and Phone

- b. Volume of work completed over last 5 years:

2020 \$ _____

2019 \$ _____

2018 \$ _____

2017 \$ _____

2016 \$ _____

VENDOR QUALIFICATIONS

VENDOR LITIGATION, CLAIMS, REPUTATION & COMPLIANCE

I. Please answer the following questions

a. Has your firm ever defaulted, been declared to be in default, or failed to complete any work awarded?

yes

no

If yes, stipulate where and why: _____

b. Has your firm ever paid (or had withheld from payment) liquidated damages for failure to complete a contract on time?

yes

no

If yes, stipulate where and why: _____

c. Has your organization ever been charged with or paid a fine for non-compliance of State and/or Federal statutes or regulations?

yes

no

If yes, stipulate where and why: _____

II. List pending claims and/or litigation against or involving project owners at time of submitting Proposal.
Show project name, owner and summary explanation.

VENDOR'S SAFETY RECORD (REMOVE IF NOT APPLICABLE FOR PROJECT)

I. List your organization's Workers Compensation Experience Modification Rate (EMR) for the last five years, as obtained from your insurance agent.

2020 _____

2019 _____

2018 _____

2017 _____

2016 _____

II. Complete the matrix below for the last five years, as obtained from OSHA No. 200 Log:

	2020	2019	2018	2017	2016
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours (round to 1,000's)					

III. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?

yes

no

If yes, frequency:

weekly

bi-monthly

monthly

as needed

b. Are project safety inspections conducted?

yes

no

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

yes

no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

yes

no

For employees promoted to Field Supervisor?

yes

no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices yes no

Tool box safety meetings yes no

First aid procedures yes no

Accident investigation yes no

Fire protection yes no

New worker's orientation yes no

VENDOR QUALIFICATIONS

SUBCONTRACTOR / SUBCONSULTANT LIST

The Offeror shall provide a list of subcontractors / subconsultants your firm intends to contract with for services for each trade included in your offer. Include the current name, address and telephone number of subcontractors.

SUBCONTRACTOR / CONSULTANT

TRADE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

JOES CREEK INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Jones Creek, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	\$300,000	\$300,000
b. Aggregate policy limits	\$300,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	\$300,000	\$300,000
b. Property damage	\$300,000	\$300,000
c. Aggregate policy limits	\$300,000	

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Jones Creek Emergency Management Division. Such insurance when accepted by the City in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Jones Creek thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Jones Creek of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials _____

JONES CREEK WORKERS' COMPENSATION REQUIREMENTS

BIDDER/OFFEROR INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

§T285S110.110(c) (7). Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for RFP #21-01, by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this public project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this public project.

SIGNATURE

DATE

Typewritten or Printed Name

Title

**JONES CREEK
BID BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

BID BOND: When applicable, as designated below, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Jones Creek, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Jones Creek authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Jones Creek (as outlined in the Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

X BID BOND REQUIRED IF BID/PROPOSAL EXCEEDS \$100,000 AND REQUIRED BY COURT ORDER

X BID BOND REQUIRED WHEN BID/PROPOSAL INCLUDES CONSTRUCTION OF PUBLIC WORK

A guaranty shall be submitted with each bid that the bidder will enter into a contract with Jones Creek for the goods and/or services as outlined in the Specifications, Scope of Work and contract attachments and that offerer will furnish the requisite performance and payment bonds as may be required within ten (10) days after award of the contract and receipt of contract and performance bond forms. Guaranty may be submitted in either of these forms:

- A. Individual bid bonds payable to Jones Creek for 5% of the total amount of the bid.
- B. Bank cashier's check, payable to Jones Creek for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check, as guaranty, Jones Creek may elect to hold the check until all provisions of the contract have been completed or require the contractor to furnish performance payment bonds. Performance bond and payment bond shall be in a sum equal to the amount of money to be paid by the City under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas.

If the performance bond forms and related documents are not returned to the Jones Creek Emergency Management Division, 7207 Stephen F Austin, Jones Creek Texas 77541 within ten (10) days of award, Jones Creek has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by the Emergency Management Division from the Contractor's Surety before any payments will be made.

Initials _____

JONES CREEK BID CHECK RETURN AUTHORIZATION FORM

Offerer must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Jones Creek, not payable to any individual.

If an ITB, Jones Creek may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. Jones Creek shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP/RFO, all bid checks will be retained by Jones Creek until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Jones Creek to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in the
amount of \$ _____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____

For Office use Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

**JONES CREEK
PERFORMANCE BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PERFORMANCE BOND: As designated below, the successful offerer must provide a performance bond, in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Jones Creek rejects the proposed surety company. the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Jones Creek.

 X PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$100,000
AND IS FOR PUBLIC WORK.

 PERFORMANCE BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$50,000.00 AND IS
REQUIRED BY COURT ORDER.

If the performance bond and related documents are not returned to the Jones Creek Emergency Management, 7207 Stephen F Austin, Jones Creek, Texas 77541 within ten (10) days of award, Jones Creek has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by Jones Creek from the Contractor's Surety before any payments will be made.

Initials

**JONES CREEK
PAYMENT BOND INFORMATION
AND REQUIREMENTS**

The following requirements supersede other requirements where applicable.

PAYMENT BOND: In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to Jones Creek, a payment bond in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bond shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Jones Creek reserves the right to accept or reject any surety company proposed by the offerer. In the event Jones Creek rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Jones Creek.

 X PAYMENT BOND REQUIRED WHEN BID/PROPOSAL EXCEEDS \$25,000 AND IS FOR PUBLIC WORKS.

If the payment bond and related documents are not returned to the Jones Creek Emergency Management, 7207 Stephen F Austin, Jones Creek, Texas 77541 within ten (10) days of award, Jones Creek has the right to render the award ineffective.

Written verification of the validity of the bond shall be received by Jones Creek from the Contractor's Surety before any payments will be made.

Initials _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(e).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least \$1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b) "Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d) "Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e) "Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**JONES CREEK
RETURN LABEL**

*******LATE RESPONSES CANNOT BE ACCEPTED*******

<u>SEALED REQUEST FOR PROPOSAL</u>	
<u>(RFP) RFP#:</u>	21-01
OPENING DATE:	FRIDAY, APRIL 16 2021
OPENING TIME:	12:00 PM LOCAL TIME
RFP DESCRIPTION:	DEBRIS MONITORING SERVICES
RETURN OFFER TO:	PHYSICAL ADDRESS: VILLAGE OF JONES CREEK WILLIAM TIDWELL EMERGENCY MANAGEMENT COOR. 7207 STEPHEN F AUSTIN JONES CREEK, TEXAS 77541

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP
ENSURE PROPER DELIVERY!

****VENDOR MUST RETURN ONE (1) UNBOUND ORIGINAL, ONE
(1) DIGITAL (PDF FORMAT) AND SIX (6) COMPLETE COPIES
OF THE BID DOCUMENTS****

*******LATE RFP's CANNOT BE ACCEPTED*******