



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## LEGAL NOTICE Advertisement for Request for Proposal

October 9, 2017

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for (RFP 17-032/YS), Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us/Purchasing/main.htm>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and three (3) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

**PROPOSAL NAME:**            **Emergency Debris Removal Services  
(In Response to Hurricane Harvey) for Jefferson County**

**PROPOSAL NO:**            **RFP 17-032/YS**

**DUE DATE/TIME:**        **11:00 AM CDT, Tuesday, October 24, 2017**

**MAIL OR DELIVER TO:**    **Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Yea-Mei Sauer, Contract Specialist at 409-835-8593 or [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish:    Beaumont Enterprise & Port Arthur News – October 11 & 18, 2017

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### **Proposal Submissions:**

#### **Offeror is responsible for submitting:**

- **One** (1) *original* proposal copy to include a completed copy of this specifications packet, in its entirety.
- Three (3) numbered proposal *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal submission and any other documentation requested within these specifications.

**Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

<http://www.co.jefferson.tx.us/purchasing/main.htm>

## Proposal Submittal Checklist

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

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

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided Emergency Debris Removal Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) *original* proposal to include a completed copy of this specifications packet in its entirety; and Three (3) numbered proposal *hard copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with proposal and any other documentation requested within these specifications.

Each Offeror shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

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

### **Offeror Must Complete and Return This Page With Offer.**

# **1. Introduction to Offerors**

Jefferson County is requesting proposals from qualified contractors to provide immediate clean-up, demolition, removal, reduction and disposal of debris as directed by the County following a natural disaster. **This shall be a contract utilized on an "as needed" basis for the duration of Hurricane Harvey recovery only.**

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

## **1.1 Vendor Instructions**

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

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

## **1.2 Governing Law**

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

## **1.3 Ambiguity, Conflict, or other errors in the RFP**

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

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

## **1.4 Notification of Most Current Address**

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

## **1.5 Proposal Preparation Cost**

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

## **1.6 Signature of Proposal**

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

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

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

## **1.7 Economy of Presentation**

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

## **1.8 Proposal Obligation**

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

## **1.9 Incorporation by Reference and Precedence**

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

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

## **1.10 Governing Forms**

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

## **1.11 Implied Requirements**

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

## 1.12 Compliance with RFP Specifications

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

### 1.13 Vendor Registration: SAM (System for Award Management)

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.**

### 1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

As of January 1, 2016, per House Bill 1295, the Texas Ethics Commission (TEC) requires **all awarded vendors** to complete a Certificate of Interested Parties (FORM 1295) at time of notification of award. **Awarded Vendors** must visit the TEC website link below, enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

**At the time of award, the Jefferson County Purchasing Department will submit a request to the Awarded Vendor to both:**

1. Submit FORM 1295 online via the Texas Ethics Commission website link below.
2. Submit a printed copy of FORM 1295, signed by an Authorized Agent of the Awarded Vendor and notarized to the Jefferson County Purchasing Department.

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website** at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## 1.15 Evaluation

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



## **1.16 Withdrawal of Proposal**

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

## **1.17 Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## **1.18 Minority-Women Business Enterprise Participation**

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

## **1.19 Award**

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

## **1.20 Ownership of Proposal**

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

## **1.21 Disqualification of Offeror**

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

## 1.22 Contractual Development

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

## 1.23 Assignment

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

## 1.24 Contract Obligation

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

## 1.25 Termination

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

## 1.26 Inspections

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

## 1.27 Testing

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

## 1.28 Loss, Damage, or Claim

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

## **1.29 Taxes**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

## **1.30 Non-Discrimination**

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, County and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

## **1.31 Conflict of Interest**

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

## **1.32 Waiver of Subrogation**

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

## **1.33 Acknowledgment of Insurance Requirements**

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

## **1.34 Insurance**

The contractor (including any and all subcontractors as defined in Section 1.35.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

### Minimum Insurance Requirements

Public Liability, including Products & Completed Operations      \$1,000,000

Excess Liability      \$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (see attached)

## 1.35 Workers' Compensation Insurance

1.35.1 Definitions:

1.35.1.1 **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, DWC-81, DWC-82, DWC-83, or DWC-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.

1.35.1.2 **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.

1.35.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under 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, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, 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.

1.35.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory contractor providing services on the project, for the duration of the project.

1.35.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.34 above.

1.35.4 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.

1.35.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1.35.5.1 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
- 1.35.5.2 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 ends during the duration of the project.
- 1.35.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.35.7 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.
- 1.35.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, 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.
- 1.35.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.35.9.1 Provide coverage, based on 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 its employees providing services on the project, for the duration of the project.
  - 1.35.9.2 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.
  - 1.35.9.3 Provide the Contractor, prior to the end of 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.
  - 1.35.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.35.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.35.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.35.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.35.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 1.35.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.35.1. – 1.35.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.35.10 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 of 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 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 administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.35.11 The Contractor's failure to comply with any of these provisions 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.

**1.36 Delivery of Proposals**

All proposals are to be delivered by 11:00 AM CDT, Tuesday, October 24, 2017, to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701**

**Courthouse Security:** Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. Offerors are strongly urged to plan accordingly.

**County Holidays – 2017:**

January 16	Monday	Martin Luther King, Jr. Day
February 20	Monday	President's Day
April 14	Friday	Good Friday
May 29	Monday	Memorial Day
July 4	Tuesday	Independence Day
September 4	Monday	Labor Day
November 10	Friday	Veteran's Day
November 23 & 24	Thursday & Friday	Thanksgiving
December 25 & 26	Monday & Tuesday	Christmas
January 1, 2018	Monday	New Year's

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

### **1.37 Proposal Submissions During Time of Inclement Weather, Disaster, or Emergency**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/request for statement of qualifications submission deadline, the bid/proposal/request closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County 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 County of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

### **1.38 Questions**

Questions may be emailed to Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us or faxed to 409-835-8456.

### **1.39 Tentative Schedule of Events**

October 9, 2017	Issuance of Request for Proposal
October 24, 2017	Deadline Submission (late proposals will not be considered)
October 25, 2017	Proposals distributed to Evaluation Committee
October 30, 2017	Recommendation for Award

**Please note:**

**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## **2. Response Format**

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

### **2.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

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

### **2.3 Transmittal Letter**

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

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

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.



## **2.4 Executive Summary**

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

## **2.5 Table of Contents**

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

## **2.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. The Offeror must furnish a "Certificate of Registration" that identifies the States the Offeror is authorized to conduct business in prior to the awarding of the contract. Within the State of Texas, registration can be obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- h. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- i. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

## 2.7 Conflict of Interest

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

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

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

## 2.8 Explanations, Exemptions, and Comments

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

## 2.9 Trade Secret Information

In the event an Offeror submits trade secret information to the County; the information must be clearly labeled as "Trade Secret." The County will maintain the confidentiality of such trade secrets to the extent provided by law.

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

### **3. Special Conditions of Contract**

By execution of this document, the Offeror accepts all conditions of the contract as outlined below and within the specifications.

#### **3.1 CONTRACTOR Warranties**

The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by the County.

**3.1.1** CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.

**3.1.2** CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify the County of such loss.

**3.1.3** The CONTRACTOR will ensure that all vehicles transporting disaster debris (SUBCONTRACTORS included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

**3.1.4** CONTRACTOR must obtain all required Local, State, and Federal permits for the responsibilities of the CONTRACTOR. CONTRACTOR must obtain all necessary permits and qualify to transport waste according to DOT exemptions. CONTRACTOR must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

#### **3.2 Preaudit**

Any contract resulting from this RFP process may be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by the County contract or purchase order issued which is incorporated as if fully set out.

#### **3.3 Records Retention and Review**

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

#### **3.4 Written Notice to Proceed**

The County shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via electronic mail or facsimile followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

#### **3.5 FEMA Mandated Contract Clauses:**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

##### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

**(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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. AGREEMENTOR 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) 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) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

**D. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- (1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- (2) Copeland “Anti-Kickback” Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- (a) 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 AGREEMENT.

- (b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

**H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(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-

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

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.



(2) 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) 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.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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.

## **4. Project Requirements**

### **4.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

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

### **4.2 Offeror Experience**

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

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

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

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

Offeror must provide a description of its organization's related experience and capabilities. In order to propose, each Offeror must also provide a list of three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards where OFFEROR was the prime CONTRACTOR and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail address and phone number, and description of project. OFFERORS that do not meet these minimum qualifications will not be considered.

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

### 4.3 Offeror Personnel and Organization

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

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

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

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

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

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

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

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

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

## **5. Technical Proposal Requirements:**

Offerors should, at a minimum, provide the following information listed below.

- 5.1** Offeror background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- 5.2** Offeror technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters
- 5.3** Organizational chart including proposed points of contact and a full-time project manager required to report to the County.
- 5.4** Training and professional experience (include all professional certifications)
- 5.5** A list of existing contracts, particularly those within the State of Texas
- 5.6** References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- 5.7** A list of SUB-CONTRACTORS showing/including primary operating location
- 5.8** Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- 5.9** Detailed listing of CONTRACTOR'S equipment and resources
- 5.10** A mobilization and operations plan
- 5.11** Construction drawings for OSHA-compliant temporary inspection towers
- 5.12** Offeror's equipment and resource list – Offerors shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.
- 5.13** Spill and Fire Prevention Plan – Offerors shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.
- 5.14** Contingency Plan – Offerors shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
- 5.15** Employee Training and Medical Monitoring – Offerors shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. Offerors shall also submit information regarding employee medical monitoring requirements.
- 5.16** Description of Offeror's Safety Record – Offerors shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the Offeror.
- 5.17** Third-Party Certification – Offeror shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

## **6. Terms and Definitions:**

Definitions of key terms used in this RFP are provided below.

### **6.1 Approved Final Disposal Site**

6.1.1 A final disposal site approved in writing by the COUNTY.

### **6.2 Authorized Representative**

6.2.1 THE COUNTY employees and/or contracted individuals designated by the COUNTY or THE COUNTY debris manager.

### **6.3 Cleanup Crew**

6.3.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

### **6.4 Construction and Demolition (C&D) Debris**

6.4.1 FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.)

Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way (ROW).
- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

### **6.5 Debris**

6.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

### **6.6 Debris Management Site (DMS)**

6.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

### **6.7 Debris Manager**

6.7.1 The COUNTY will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

### **6.8 Debris Removal**

6.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

### **6.9 Demolition**

6.9.1 Demolition is the act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

## **6.10 Description of Designated Area**

6.10.1 The designated area for debris removal is bounded by THE COUNTY limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the COUNTY.

Debris clearance and removal on roadways in municipalities within the COUNTY'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the COUNTY. The COUNTY may also authorize the CONTRACTOR to remove debris from NON-THE COUNTY roadways or other areas as directed in writing by the COUNTY.

6.10.2 All debris identified by the COUNTY shall be removed. The CONTRACTOR shall make up to two complete passes through the COUNTY'S limits, removing all debris along each ROW. The COUNTY may or may not require the CONTRACTOR to perform a third pass. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the COUNTY or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the COUNTY.

6.10.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

6.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

6.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the COUNTY.

6.10.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.

6.10.7 The CONTRACTOR will provide an on-site Project Manager to the COUNTY. The Project Manager shall provide the COUNTY with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with THE COUNTY representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The COUNTY may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the COUNTY.

6.10.8 The COUNTY may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

- a. DMS locations to be determined within the COUNTY service request form.
- b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.

c. Based on the severity of the disaster, the COUNTY may task the CONTRACTOR with locating additional sites available to be used as DMS(s).

d. The COUNTY does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites.

All final disposal sites must be approved in writing by the COUNTY. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the COUNTY.

e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other COUNTY-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

6.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.

6.10.10 The COUNTY reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

6.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the COUNTY. Depending on the category of the event, the COUNTY may request immediate mobilization.

6.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For THE COUNTYS, any project that requires a federal permit or receives federal funding is subject to Section 7. The CONTRACTOR and THE COUNTY will comply with the findings of the Section 7 consultation, if applicable.

6.10.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Texas Historical Commission (THC). The CONTRACTOR and THE COUNTY will coordinate with the SHPO when appropriate.

## **6.11 Disaster Specific Guidance (DSG)**

6.11.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

## **6.12 Eligible**

6.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the COUNTY to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in

definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

### **6.13 Endangered Species Act**

6.13.1 Section 7 of the Endangered Species Act, **16 U.S.C. § 1536(a)(2)**, requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See **50 C.F.R. § 402.02**.)

6.13.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

### **6.14 FEMA Publication 325 Debris Management Guide**

6.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the debris removal process. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

### **6.15 Grinding**

6.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

### **6.16 Hazardous Hanging Limbs**

6.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The limb must be greater than two (2) inches in diameter.
- b. The limb must be suspended in a tree and threatening a public use area.
- c. The limb must be located on improved public property.

### **6.17 Hazardous Leaning Tree**

6.17.1 A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.



## **6.18 Hazardous Stump**

6.18.1 A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- c. The stump is located on a public ROW.
- d. The stump poses an immediate threat to public health and safety.

## **6.19 Historic Preservation**

6.19.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

## **6.20 Household Hazardous Waste (HHW)**

6.20.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. HHW removal must be the legal responsibility of the applicant.
- c. HHW must be a result of a major disaster.

**6.20.2** The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the COUNTY. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

## **6.21 Monitor**

6.21.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the COUNTY'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

## **6.22 Personal Protective Equipment (PPE)**

6.22.1 Equipment worn to minimize exposure to a variety of hazards.

## **6.23 Recycling**

6.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

## **6.24 Refrigerant**

6.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

## **6.25 Right-of-Entry (ROE)**

6.25.1 As used by FEMA, the document by which a property owner confers to the COUNTY or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

## **6.26 Right-of-Way (ROW)**

6.26.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

## **6.27 Scale/Weigh Station**

6.27.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

## **6.28 Tipping Fee**

6.28.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

## **6.29 Used Electronics**

6.29.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

## **6.30 Vegetative Debris**

6.30.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

4.30.2 Remains of standing trees that are clearly damaged beyond salvage.

## **6.31 White Goods**

4.31.1 As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.

b. White goods removal must be the legal responsibility of the applicant. c.

White goods must be a result of a major disaster.

## **7. Scope of Work and Rate Schedule Items**

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUBCONTRACTORS and to cover the expenses of a major recovery prior to being paid by the COUNTY.

Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of one million (1,000,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the COUNTY issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the COUNTY.

Unique Pricing Schedules will be solicited by THE COUNTY on the COUNTY'S behalf during the second phase of the procurement process as described in the Introduction section of this RFP. Examples of pricing schedules are included in Appendix A.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at a COUNTY-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the COUNTY as a pass-through cost. Prior to reimbursement by the COUNTY, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

### **The Scope of Work under this contract includes the following elements:**

#### **7.1 Emergency Road Clearance**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from THE COUNTY roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the COUNTY shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the COUNTY to conduct emergency roadway clearance work. The COUNTY may choose to extend the CONTRACTOR'S seventy (70)-hour limit through a written request. This may include roadways in municipalities within the COUNTY. Roadways will be cleared as directed by the COUNTY. The CONTRACTOR shall assist the COUNTY and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

#### **7.2 Right-of-Way (ROW) Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the COUNTY ROW to a COUNTY-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

7.2.1 Vegetative debris in the COUNTY ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, COUNTY parks, alleys, COUNTY debris staging areas, and other areas as designated by the COUNTY.

7.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

7.2.3 The CONTRACTOR will remove vegetative debris as directed by the COUNTY.

7.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the COUNTY or its authorized representative.

7.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.

7.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the COUNTY or its authorized representative. The COUNTY will provide specific right-of-entry (ROE) legal and operational procedures.

### **7.3 ROW Construction and Demolition (C&D) Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the COUNTY ROW to a COUNTY-approved final disposal site in accordance with all Federal, State, and Local regulations.

7.3.1 C&D debris in the COUNTY ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, THE COUNTY parks, alleys, and THE COUNTY debris staging areas.

7.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

7.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the COUNTY.

7.3.4 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to the COUNTY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the COUNTY or its authorized representative.

7.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the COUNTY.

7.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures.

7.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The COUNTY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

## **7.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible nonregulated asbestos-containing material (non-RACM) structures on private property within the jurisdictional limits of the COUNTY. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a COUNTY-approved final disposal site in accordance with all Federal, State, and Local regulations.

7.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the COUNTY.

7.4.2 Entry onto private property will only be permitted when directed by the COUNTY. The COUNTY will provide specific ROE legal and operational procedures.

7.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

7.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.

7.4.5 Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.

7.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the COUNTY'S authorized representative.

7.4.7 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to a COUNTY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

## **7.5 Demolition, Removal, Transport, and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the COUNTY. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a COUNTY-approved final disposal site in accordance with all Federal, State, and Local regulations.

7.5.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

7.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.

7.5.3 Any structurally unsound and unsafe structures will be identified and presented to the COUNTY for direction regarding decommissioning.

7.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the COUNTY'S authorized representative.

7.5.5 Once the debris removal vehicle has been issued a load ticket from the COUNTY'S authorized representative, the debris removal vehicle will proceed immediately to a COUNTY-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

7.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the COUNTY or its authorized representative. The COUNTY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

## **7.6 DMS Management and Operations**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the COUNTY prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the COUNTY.

7.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.

7.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and THE COUNTY as outlined in Section 6.10 Description of Designated Area.

7.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the COUNTY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the COUNTY'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that

the COUNTY determines that additional scales are required, certified scales must be operational within five (5) business days of the COUNTY'S written request.

7.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

7.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).

7.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

7.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).

7.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the COUNTY or its authorized representative on DMS locations.

7.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

7.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

7.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The COUNTY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)

7.6.12 The CONTRACTOR shall provide tower(s) from which the COUNTY or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.

7.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.

7.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the COUNTY and TCEQ.

## **7.7 DMS Management and Reduction by Grinding**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the COUNTY. Grinding must be approved by the COUNTY prior to commencement of reduction activities.

7.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

7.7.2 The CONTRACTOR must obtain the COUNTY'S approval to reduce C&D debris. If approved for reduction by the COUNTY, C&D debris must be reduced via grinding in order for the COUNTY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

## **7.8 DMS Management and Reduction by Incineration**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the COUNTY. Incineration must be approved by the COUNTY prior to commencement of reduction activities.

7.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

## **7.9 Haul-Out of Reduced Debris to Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from a COUNTY-approved DMS(s) to an THE COUNTY- approved final disposal site in accordance with all Local, State, and Federal regulations.

7.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.

7.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.

7.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the COUNTY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the COUNTY prior to issuing any such authorization.

7.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the COUNTY for permission to post an THE COUNTY inspector at the site for verification of each load disposed.

7.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting THE COUNTY specifications to provide for the efficient delivery of waste streams without excessive wait times. The COUNTY shall decide what constitutes an excessive wait time. To the extent that the COUNTY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the COUNTY'S request and certified scales must be operational within five (5) business days of the COUNTY'S request.



7.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

7.9.7 The CONTRACTOR shall not receive any payment from the COUNTY for haul- out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the COUNTY.

## **7.10 Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the COUNTY ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the COUNTY ROW will be placed in the safest possible location on the COUNTY ROW and subsequently removed in accordance with Section 5.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 5.2 of this RFP. The COUNTY will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the COUNTY ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

7.10.1 Eligible hazardous leaning trees will be identified by the COUNTY or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the COUNTY ROW or private property will be performed as identified by the COUNTY or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the COUNTY or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.

7.10.2 Eligible hazardous hanging limbs will be identified by the COUNTY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the COUNTY ROW or private property will be performed as identified by the COUNTY'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the COUNTY'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a. The limb is greater than two (2) inches in diameter.
- b. The limb is still hanging in a tree and threatening a public use area.
- c. The limb is located on improved public property.

## **7.11 Removal of Hazardous Stumps**

7.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the

tree, in the COUNTY ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety.

Further, debris generated from the removal of eligible hazardous uprooted stumps in the COUNTY ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 7.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 7.2 of this RFP. The COUNTY will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Appendix A) and will be removed under the terms and conditions of Section 7.2 of this RFP.

7.11.2 Eligible hazardous stumps will be identified by the COUNTY for removal. Removal and transportation of hazardous uprooted stumps in the COUNTY ROW and private property will be performed as identified by the COUNTY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the COUNTY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
- b. Fifty (50) percent or more of the root ball is exposed.
- c. The stump is on THE COUNTY ROW and poses an immediate threat to public health, safety, or welfare.

7.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 7.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Appendix A – Stump Conversion Table).

7.11.4 The COUNTY or its representative will measure and certify all stumps before removal.

7.11.5 Stumps shall only be collected after the COUNTY and the CONTRACTOR document and perform the following:

- a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
- b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
- c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.

7.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

## **7.12 ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a COUNTY-approved DMS, decontamination, and transportation to the COUNTY'S approved final disposal site.

7.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

7.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

7.12.3 There are no disposal fees for residential white goods.

## **7.13 Used Electronics**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to a COUNTY-approved final disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the COUNTY. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

## **7.14 Household Hazardous Waste Removal, Transport, and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

7.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

7.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the COUNTY or CONTRACTOR as directed by the COUNTY. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

7.14.3 HHW from DMS

### **7.15 Abandoned Vessel and Vehicle Removal**

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the COUNTY. The removed eligible vehicles will be hauled to a COUNTY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

7.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

### **7.16 Animal Carcass Removal and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the COUNTY to an approved final disposal site. The carcasses will be hauled to a COUNTY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

7.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal control agency.

7.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

### **7.17 Other Debris Removal Work**

Neither the CONTRACTOR nor any SUB-CONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The COUNTY reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the COUNTY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

### **7.18 Use of Local Resources**

The CONTRACTOR will be able to use their own SUB-CONTRACTOR resources to meet the obligations of the contract. FEMA encourages using local resources. The COUNTY'S will establish the extent to which CONTRACTOR must use local resources. It is expected that the awarded CONTRACTOR will encourage at least thirty (30) percent of SUB- CONTRACTORS are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the COUNTY'S discretion.

### **7.19 Working Hours**

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the COUNTY. No work outside these hours shall be allowed unless approved in advance by the COUNTY.

7.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the COUNTY and the CONTRACTOR. Unless otherwise directed,

the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the COUNTY:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

## **7.20 Debris Site Tower Specifications**

The CONTRACTOR shall provide as many towers as designated by the COUNTY at each disposal site for the use of THE COUNTY representatives during their inspection of dumping operations.

7.20.1 If ingress and egress of the DMS(s) is of significant distance that the COUNTY or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

7.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 7.

7.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of THE COUNTY authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 7.

7.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the COUNTY due to unsuitable conditions at the tower.

## **7.21 Equipment**

7.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

7.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the COUNTY or authorized representative prior to its use by the CONTRACTOR.

7.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.

7.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.

7.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the COUNTY.

7.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the COUNTY following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

## **7.22 Traffic Control**

7.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.

7.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.

7.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.

7.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the COUNTY nor the COUNTY'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

7.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

7.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.

7.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

### **7.23 Damage to Public or Private Property**

7.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the COUNTY. The CONTRACTOR will be responsible for any invoices submitted to the COUNTY (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The COUNTY reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, THE COUNTY may have the work performed and charge the CONTRACTOR.

7.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.

7.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the COUNTY will result in the COUNTY withholding retainage money in an amount sufficient to make necessary repairs.

### **7.24 Existing Utilities**

7.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

7.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

### **7.25 Environmental Protection**

7.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

7.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the COUNTY. The CONTRACTOR shall comply in a timely manner with all directions of the COUNTY regarding the use of a water truck or other approved dust abatement measures.

7.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

### **7.26 Documentation and Measurement**

7.26.1 Prior to beginning any work, the COUNTY or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the COUNTY or its authorized representative prior to debris collection. If a vehicle

is working under multiple contracts or for multiple communities, it must be recertified by an THE COUNTY authorized representative each time it returns to work from other contracts or communities.

7.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

7.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the COUNTY with a telephone number at which the Project Manager can be reached throughout the project.

7.26.4 Load tickets will be provided by the COUNTY or its authorized representative for recording volumes of debris removal.

a. Each load ticket shall consist of one original and four carbon-copy duplicates.

b. Load tickets will be issued by an THE COUNTY authorized representative at the loading site. The COUNTY will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the COUNTY authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the COUNTY authorized representative present at the dump site. The COUNTY authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The COUNTY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.

c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the COUNTY.

## **7.27 Ownership of Debris**

All debris residing in THE COUNTY ROW and THE COUNTY provided DMS(s) shall be the property of THE COUNTY until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, THE COUNTY will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by THE COUNTY. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

7.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the COUNTY. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

7.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris.

Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and THE COUNTY will establish a final disposal plan based on these mandates.



## **7.28 THE COUNTY Responsibilities**

THE COUNTY responsibilities will vary with each disaster depending on THE COUNTY'S needs and resources. The COUNTY, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the CONTRACTOR
- b. Completing the COUNTY service request form
- c. Identifying suitable DMS activities
- d. Promoting debris management activities
- e. Providing educational materials
- f. Submitting post-collection DMS(s) data reports to TCEQ
- g. Recruiting and coordinating volunteers
- h. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies
- i. Providing emergency contact information
- j. Executing the contract with selected CONTRACTOR(S)
- k. Issuing a written Notice to Proceed at the appropriate time

## **8. Proposal Evaluation and Selection Process**

### **8.1 Introduction**

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

### **8.2 Cost Proposal**

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

### **8.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Jefferson County Auditor, Jefferson County Human Resources, and Jefferson County Emergency Management. The County will reference Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards (200.317 – 200.326) in evaluating proposal and awarding the contract.

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

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

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

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

## 8.4 Evaluation Criteria:

Proposals will be evaluated by the County using the following criteria:

### a. Proposal Requirements and Completeness of Proposal 10 points

- o If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
- o Proposals containing false or misleading statements may be rejected if in County's opinion the information was intended to mislead regarding a requirement of the RFP.

### b. References, Experience, Reputation, and Compliance 15 points

- o Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
- o Personnel experience and training
- o Financial stability

### c. Debris Management Services 25 points

- o Degree of County liability in proposed debris management methods
- o Breadth of service
- o Debris management methods and commitment to THE COUNTY debris management preferences
- o Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
- o Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately

### d. Price 25 points

The timeframe necessary in order to fully mobilize following a written notice to proceed.

### d. Time for Mobilization 25 points

The timeframe necessary to mobilize following a written notice to proceed.

**There will be a maximum score of 100 points.** PROPOSERS who score 75 points or higher will be eligible to receive an award. To meet the needs of County, more than one PROPOSER may be recommended for award.

## Non-Disclosure Agreement

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

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

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

[Printed Name of Consultant]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR OFFER.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

## Signature Page

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

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

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
County, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

**Offeror Must Complete and Return This Page With Offer.**

# Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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(a).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> 	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by 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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> 		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

# Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**



# Good Faith Effort (GFE)

## DETERMINATION CHECKLIST

*This information must be submitted with your proposal.*

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

### Did the Prime Contractor/Consultant . . .

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

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

\_\_\_\_\_  
Printed Name of Authorized  
Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Offeror Must Complete and Return This Page With Offer.**

# Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street County State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & EthniCounty): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street County State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & EthniCounty): \_\_\_\_\_

Address: \_\_\_\_\_  
Street County State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & EthniCounty): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & EthniCounty): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & EthniCounty): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

## PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

**Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

## PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street County State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Offeror Must Complete and Return This Page With Offer.**

## Residence Certification/Tax Form

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

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

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

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

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

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

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

**Offeror Must Complete and Return This Page With Offer.**

## Bid Affidavit

---

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

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

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**Offeror Must Complete and Return This Page With Offer.**



# Appendix A – Stump Conversion Table

## Stump Conversion Table

### Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

## Attachment A – Cost Proposal

### Emergency Debris Removal Services (In Response to Hurricane Harvey) for Jefferson County (RFP 17-032/YS)

Vendor Name: \_\_\_\_\_

<b>SCHEDULE 1 - UNIT RATE PRICE</b>					
<b>2.2 ROW Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>	<b>Mid Range 100k- 500k CY</b>	<b>High Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
<b>2.3 ROW C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>	<b>Mid Range 100k- 500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
<b>2.4 Demolition, Removal, Transport and Disposal of Non-RACM Structures</b> Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>	<b>Mid Range 100k- 500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					

<b>2.5 Demolition, Removal, Transport and Disposal of RACM Structures</b>			<b>Mid Range 100k-500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>			
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
<b>2.6 DMS Management and Operations</b>			<b>Mid Range 100k-500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
Work consists of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>			
<b>2.7 DMS, Management and Reduction by Grinding</b>			<b>Mid Range 100k-500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>\$ Per Cubic Yard (CY)</b>	<b>Low Range 0-100k CY</b>			
<b>2.8 DMS Management and Reduction by Air Curtain Incineration</b>			<b>Mid Range 100k-500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternate)</b>
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>\$ Per Cubic-Yard (CY)</b>	<b>Low Range 0-100k CY</b>			

<b>2.9 Haul-out of Reduced Debris to a End User Approved Final Disposal Site</b> Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User designated final disposal site.	<b>\$ Per Cubic-Yard (CY)</b>	<b>Low Range 0-100k CY</b>	<b>Mid Range 100k-500k CY</b>	<b>High-Range 500k+ CY</b>	<b>\$ Per Ton (Alternative)</b>
0 to 15 miles					
16 to 30 miles					
31 to 60 miles					
Greater than 60 miles					
<b>2.10 Removal of Hazardous Trees and Limbs</b> Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	<b>\$ Per Tree</b>				
6 inch to 12.99 inch diameter					
13 inch to 24.99 inch diameter					
25 inch to 36.99 inch diameter					
37 inch to 48.99 inch diameter					
49 inch and larger diameter					
Hanger Removal (per Tree)					
<b>2.11 Removal of Hazardous Stumps</b> Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	<b>\$ Per Stump</b>				
24.1 inch to 36.99 inch diameter					
37 inch to 48.99 inch diameter					
49 inch and larger diameter					

<p><b>2.12 ROW White Goods Debris Removal</b>  Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing reffridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.</p>	<p><b>\$ Per Unit</b></p>	
<p>Reffridgerators and freezers requiring reffridgerant recovery and decontamination</p>		
<p>Washers, dryers, stoves, ovens, AC units, and hot water heaters</p>		
<p><b>2.13 Used Electronics Removal</b>  Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.</p>	<p><b>\$ Per Unit</b></p>	
<p><b>2.14 Household Hazardous Waste Removal, Transport, and Disposal</b>  Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.</p>	<p><b>\$ Per Pound</b></p>	
<b>#REF!</b>		
<p><b>2.15 Abandoned Vehicle and Vessel Removal</b>  Work consists of the removal and transport of eligible abandoned vehicles and vessels.</p>	<p><b>\$ Per Unit</b></p>	
<p>Passenger Car</p>		
<p>Single Axle</p>		
<p>Vessels less than 20 linear feet</p>		
<p>Vessels 21 linear feet and greater</p>		
<p>Double Axle</p>		

<b>2.16 Dead Animal Carcasses</b> Work consists of the recovery and disposal of dead animal carcasses.	<b>\$ Per Pound</b>	

**SCHEDULE 2**  
**Hourly Labor, Equipment, and Material Price Schedule**

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	140		
50' Bucket Truck	140		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D5 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 16 +/- CY	70		
Dump Truck, 20 +/- CY	70		
Dump Truck, 38 +/- CY	70		
Generator, 5.5 kW, List kW Capacity	70		
Generator, 200 kW, List kW Capacity	70		
Generator, 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	140		
Grader w/12' Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	70		
Hydraulic Excavator, 2.5 CY	70		
Knuckleboom Loader	140		
Lowboy Trailer w/Tractor	70		
Mobile Crane up to 15 Ton	70		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Vac Truck (Mist Capacity), List Capacity	70		
Pickup Truck, 1 Ton	70		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		

Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70		
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70		
Tub Grinder, 800 to 1,000 HP	140		
Hydraulic Excavator, 1.5 cy (w/ thumb)	70		
Hydraulic Excavator, 2.5 cy (w/ thumb)	70		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140		
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140		
Wheel Loader, 3 CY, 152 HP	70		
Wheel Loader, 4.0 CY, 200 HP	70		
Wheel Loader-Backhoe, 1.5 CY, 95 HP	70		
Other – Please List			

<b>Labor Category</b>	<b>Estimated Hours</b>	<b>Hourly Labor Rate</b>	<b>Hourly Labor Rate</b>
Operations Manager w/Cell Phone and .5 ton Pickup	70		
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140		
Tree Climber/Chainsaw and Gear	350		
Laborer w/Chain Saw	350		
Laborer w/Small Tools, Traffic Control, or Flag person	350		
Bonded and Certified Security Personnel	140		
Other – Please List			

<b>Crew Category</b>	<b>Estimated Hours</b>	<b>Hourly Labor Rate</b>	<b>Total</b>
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350		
Other – Please List			