## ROCKWALL COUNTY, TEXAS

# REQUEST FOR PROPOSAL FOR DISASTER DEBRIS REMOVAL SERVICES

RFP# 22-07-005

RFP Due Date: August 25, 2022

### REQUEST FOR PROPOSAL DISASTER DEBRIS REMOVAL SERVICES

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"ATTACHMENTS A - N" AND "EXHIBIT 1" ARE INCLUDED IN THIS DOCUMENT

# ROCKWALL COUNTY VENDOR ACKNOWLEDGEMENT FORM REQUEST FOR PROPOSAL (RFP)

RFP TITLE: DISASTER DEBRIS REMOVAL SERVICES
DATE AND TIME DUE: August 25, 2022 @ 10am

Submitted RFP's will be opened at Rockwall County Courthouse located at 1111 E Yellowjacket Ln., Suite 202, Rockwall, TX 75087, on the deadline due date. RFPs received later than the date and time above will not be considered.

Please return the Submission ORIGINAL AND ONE ELECTRONIC VERSION (THUMBDRIVE) in a sealed envelope. Be sure that the return envelope shows the RFP number, description, and is marked "SEALED RFP".

Please direct all inquiries about this RFP to amitchell@rockwallcountytexas.com.

#### **RETURN RFP TO:**

Lisa C. Wylie, Rockwall County, 1111 E Yellowjacket Ln, Suite 202 Rockwall Texas 75087. For additional information or to request an addendum contact, amitchell@rockwallcountytexas.com.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be in typed format.

Company Name:			
Company Address:			
County, State, Zip Code:			
County			
Federal Employer Identification Number			
Telephone No		_	
E-mail		-	
Printed Name:	Title:		
Signature:			

### ROCKWALL COUNTY Notice to Bidders

Sealed proposals for RFP# 22-07-005 "Disaster Debris Removal Services" will be received at the Auditor's Office at Rockwall County Courthouse located at 1111 E Yellowjacket Ln, Suite 202, Rockwall, TX 75087, until August 25, 2022 @10am. Proposals will be opened at the Rockwall County Courthouse located at 1111 E Yellowjacket Ln., Suite 202, Rockwall, TX 75087.

RFP documents are available for download at <a href="https://www.rockwallcountytexas.com/811/Requests-for-BidsProposals">https://www.rockwallcountytexas.com/811/Requests-for-BidsProposals</a>

#### **RFP SCHEDULE OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the County finds it necessary to change any of the deadline dates or times, the change will be accomplished by addendum. All dates are subject to change.

Action	Completion Date
Issue RFP	July 22, 2022
Deadline for Questions	August 11, 2022_
Deadline for Submitting RFP	August 25, 2022_
Selection Committee Review & Evaluation	September 6, 2022
Recommendation to the County Judge and Contract Negotiation	<u>September 13, 2022</u>
Commissioners Court Award Approval	September 13, 2022

#### **SPECIAL TERMS AND CONDITIONS**

**Term:** Respondent(s) must include pricing for Services. It is proposed that if a contract is entered into as a result of the RFP, it will be a fixed price contract for twelve (12) months. Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by the Rockwall County Auditor's Office. If neither Rockwall County nor the Successful Respondent(s) object, the contract will be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm.** 

Renewal Options: The contract with the Service Provider shall automatically renew for up to four (4) additional twelve (12) month periods. If either party does not want the contract to renew, they must provide at least a thirty (30) day written notice prior to the automatic renewal. The Service Provider may be required to update and submit any legal documents required by no later than thirty (30) calendar days prior to the commencement of the renewal period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Certificates of Insurance and Performance Bonds. These must be in force for the full period of the renewal. If the updated documents are not submitted by the Respondent in complete form within the time specified, the County may rescind the renewal and seek a new solicitation.

**Secondary/Tertiary Award:** Secondary and Tertiary Service Providers serve in a backup capacity only. In the event the primary is unable to fully honor the terms and conditions of the contract, the secondary Service Provider may be called. If the secondary Service Provider is unable to honor the terms and conditions of the contract, the tertiary Service Provider may be called. The primary Service Provider is the first contact; however, the second and third may be contacted concurrently and on a standby basis, namely during a catastrophic debris-generating event for which the County anticipates the use of the second and/or third Service Provider. The use of the secondary or tertiary must be requested by the County Debris Manager, or their designee, and approved, in writing, by the Rockwall County Judge or their designee. The County will reserve the right to simultaneously use the Primary, Secondary, and/or Tertiary Service Providers to reduce risk to the community and allow for timely community recovery.

#### **Bond Requirements:**

- A. Bid Bond
  - A BID BOND IS NOT REQUIRED FOR THIS PROJECT
- B. Power of Attorney
  - The Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.
- C. Letter of Guarantee (Proof of Bonding Capacity)
  Service Provider shall submit with their proposal, proof of Bonding Capacity up to
  \$20,000,000. Submit proof of this coverage from your Surety on their letterhead. A
  certified letter verifying the continuing proof of Bonding Capacity may be requested at
  each annual renewal, following contract award. Service Provider must submit
  continuing proof of Bonding Capacity within ten (10) days of the County's request.

When services are required, the awarded Service Provider will receive a written Notice to Proceed. Within seven (7) days of the Notice to Proceed, unless otherwise authorized in writing by the County, the Service Provider shall furnish a Payment Bond and or Performance Bond in accordance with Section O, below. Said bond(s)

shall equal 100% of the purchase order,

#### D. Payment Bond and Performance Bond shall be as follows:

For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Rockwall County. For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project. The cost of the Bond premiums must be included in the Proposed Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas Board of Insurance to do business in the State of Texas. The Service Provider shall notify its corporate surety of any Contract changes.

#### **Contract Requirements:**

The following contract terms shall apply to the work intended to be awarded pursuant to this RFP. The term "Service Provider" shall mean and refer to the successful Bidder. To the extent that any of the contract terms contained in this section conflict with the scope, requirements, standards, general conditions, or federal provisions applicable to the Project, the more stringent requirement shall govern. To the extent that any of the contract terms contained in the RFP conflict with those of the awarded, executed contract, the more stringent terms shall govern.

#### A. Contract Provisions

The federal regulations and standards applicable to the required work are set forth in Attachment E, Certification of Compliance with Federal Standards and Requirements, and incorporated herein as part of this RFP. The Service Provider shall be required to comply with the federal terms and conditions listed under Attachment C, Certification of Compliance with Federal Standards and Requirements, which shall apply to and govern all work and services provided under the contract. Any firm awarded a contract as a result of this RFP will be required to sign a contract containing the County's contract provisions, which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally funded work. These provisions shall be substantial as they appear in Attachment C, Certification of Compliance with Federal Standards and Requirements. In accordance with 2 CFR 200.326, contracts executed by Rockwall County which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### B. Cost Plus Contract

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.324(d). The cost plus a percentage of cost and a percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts.

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

This type of contract is prohibited. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

#### C. Supervision

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

#### D. Staffing Requirements

Service Provider, upon award, shall make reasonable effort to maintain the stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Service Provider shall provide the County with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the County.

#### E. Subcontractor

Bidder must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Service Provider assumes responsibility for the performance of the subcontractor; therefore, bidders are urged to closely scrutinize subcontractors. The Service Provider is encouraged to utilize MWBEs / HUB firms as subcontractors, sub-consultants, or suppliers.

#### F. Toll/Parking Fees

All toll/parking fees incurred by the Service Provider during the term of the contract will be the responsibility of the Service Provider.

#### G. Failure to Comply

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

#### H. Termination

#### 1. Termination for Convenience

The contract may be Terminated for Convenience due to reasons which may become known to Rockwall County, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Service Provider is not in violation of the contract terms and conditions. Rockwall County may terminate the contract without cause upon thirty (30) days' written notice.

#### 2. Termination for Cause

The contract may be terminated for Cause due to actions by the Service Provider, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include re-procurement costs to be paid by the Service Provider. Rockwall County reserves the right to terminate the contract for default if the Service Provider breaches any of the terms herein, including warranties of Service Provider or if the Service Provider becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Rockwall County may have in law or equity. A default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Rockwall County's satisfaction and/or to meet all other obligations and requirements.

#### 3. Termination for Health and Safety Violations

Rockwall County shall terminate the contract immediately without prior notice if Service Provider fails to perform any of its obligations in the Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety

#### I. Contract Transition

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

#### **TERMS AND DEFINITIONS**

Definitions are provided for those terms listed below.

- 1. Agreement Execution The date on which Service Provider executes and enters into an Agreement with the County to perform the Work.
- 2. Agreement Price The total monies, adjusted in accordance with any provision herein, payable to the Service Provider under this Agreement.
- 3. Authorized Representative County employees and/or contracted individuals designated by the County or County Debris Manager.
- 4. Chipping or Mulching The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- 5. Cleanup Crew A group of individuals and/or an individual working for the Service Provider collecting disaster debris.
- 6. Construction and Demolition Debris (C&D) FEMA PAPPG defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as lumber and 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 fixtures that are a result of a disaster. Current eligibility criteria include:
  - Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
  - Debris removal must be the legal responsibility of the applicant.
  - Debris must be a result of a major disaster.
- 7. County Rockwall County, Texas, a political subdivision of the State of Texas.
- 8. County Debris Manager The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County. As needed, the County and/or County Debris Manager may choose to designate/authorize other individuals to perform the full or partial duties of the County Debris Manager. Those designations/authorizations will be provided, in writing, to the Service Provider. Typically, the Road and Bridge Director, or their designee, will serve as the County Debris Manager.
- 9. County Approved Final Disposal Site A final disposal location must be approved in writing by the County Debris Manager. The service provider may request to use any landfill, but permission must be received from the County Debris Manager prior to dumping any debris. The Texas Commission on Environmental Quality (TCEQ) maintains a list of solid waste facilities and their capabilities through their online Solid Waste Viewer.

- 10. *Debris* Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris, and personal property.
- 11. Debris Clearance Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- Temporary Debris Management Site (TDMS) A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition; may also be referred to as a Debris Management Site (DMS), Temporary Debris Storage and Reduction Site (TDSR Site), or Temporary Debris Staging and Processing Facility (TDSPF).
- 13. Debris Monitoring Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.
- 14. Debris Removal (Hauling) Picking up debris and taking it to a temporary debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
- 15. Debris Removal Contractor Also referred to as the "Service Provider" in this document, conducts debris removal operations per the terms of the contract. The term includes primary contractor(s), subcontractors, and individual crews.
- 16. Demobilization Following the completion of services provided under the resulting contract, the Service Provider will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Service Provider will leave all utilized sites clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
- 17. Demolition 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.
- 18. Department The Director or designee of requesting department(s) named in this solicitation.
- 19. Disaster Specific Guidance Disaster Specific Guidance (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, along with their numerical identification.
- 20. *Drawings* Collectively, all the drawings, receipt of which is acknowledged by the County, listed in this Agreement, and such supplementary drawings as the Service Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown therein.
- 21. Eligible Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Service Provider) of the Public Assistance grant program, FEMA PAPPG and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal

- reimbursement as stipulated by the Federal Emergency Management Agency during a debris removal project.
- 22. *Emergency Relief Program* Provides for the funding of emergency roadway clearing and first-pass disaster debris removal on federal-aid highways.
- 23. *E-Scrap* End of life electronics, typically televisions, computers, and related components.
- 24. FEMA Publication FEMA Public Assistance and Policy Guide (PAPPG) The PAPPG combines all Public Assistance (PA) policy into a single volume and provides an overview of the PA Program implementation process with links to other publications and documents that provide additional information. This document incorporates and supersedes language from PA Program publications and 9500 Series documents.
- 25. *Field Inspector* See Monitor definition#35)
- 26. Force Account Labor Labor performed by the applicant's permanent, full time or temporary employees.
- 27. *Garbage* Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.
- Grinding 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.
- 29. Hazardous Hangers A Hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA PAPPG are:
  - The limb must be greater than two inches in diameter:
  - The limb must be suspended in a tree and threatening a public-use area; and
  - The limb must be located on improved public property.
- 30. Hazardous Trees Per the FEMA PAPPG, an incident-damaged tree is considered hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:
  - Has a split trunk;
  - Has a broken canopy; or
  - Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball.

For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is ineligible.

31. Hazardous Stump – Per the FEMA PAPPG, for stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in place is less costly than extraction, grinding the stump in place is eligible.

Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historical Preservation Office (SHPO). If the Applicant discovers any potential archeological resources during stump removal, the Applicant must immediately cease work and notify FEMA.

Per the PAPPG, FEMA only reimburses contracted costs charged on a per-stump basis if:

- The stump is 2 feet or larger measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or weight, calculated using the Stump Conversation Table (See Exhibit 1 – FEMA Stump Conversion Table).

If the applicant incurs additional costs in picking up stumps 2 feet or larger in diameter that the contractor did not extract, it should complete the Hazardous Stump Worksheet and present documentation to substantiate the costs of reasonable based on the equipment required to perform the work.

- 32. Household Hazardous Waste Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
  - HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
  - HHW removal must be the legal responsibility of the applicant.
  - HHW must be a result of a major disaster.

The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Rockwall County may utilize existing environmental contractors to remove this type of waste in large-scale debris-generating events.

33. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

- 34. Liaison Representative of the County who shall act as a Liaison between Rockwall County and the Service Provider for all matters pertaining to this Agreement, including review of Service Provider's plans and work. This may be the County Debris Manager, Emergency Management Coordinator, and/or debris monitoring contractor.
- 35. *Monitor* 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 comply with all applicable Federal, State, and local regulations. (May also be referred to as a Field Inspector.)
- 36. Mutual Aid Agreement A written understanding between communities and States obligating assistance during a disaster. Rockwall County is a party to the North Central Texas (NCT) Public Works Emergency Management Response Team (PWERT) MAA. The County may activate the PWERT MAA to provide emergency road/push clearance after a debris-generating event.
- 37. National Response Framework (NRF) A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- 38. *Outbuilding* Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.
- 39. Recycling The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 40. Refrigerant Ozone-depleting compound that must be removed from white goods, as defined below, or other refrigerant-containing items prior to recycling or disposal.
- 41. Regulated Waste Any waste that is regulated by the EPA, TCEQ, or local rules/ordinance.
- 42. Right of Entry As used by FEMA, the document by which a property owner confers to an eligible applicant or its Service Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 43. Right-of-Way 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.
- 44. Scale/Weigh Station 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.
- 45. Service Provider The party or parties contracting directly with the County to perform Work pursuant to this Agreement.
- 46. *Specifications* The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

- 47. Subservice Provider Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Service Provider or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 48. Supplemental Agreement A written order to Service Provider signed by the County and accepted by Service Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 49. Temporary Debris Staging and Processing Facility (TDSPF) Site where collected debris is taken by the Service Provider(s) for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 50. Temporary Debris Storage and Reduction Site (TDSR Site) TDSR sites are locations designated by the County for the storage and reduction of disaster-related debris.
- 51. Tipping Fee A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 52. United States Army Corps of Engineers (USACE) A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 53. Vegetative Debris As outlined in the FEMA PAPPG, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
  - Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
  - Debris removal must be the legal responsibility of the applicant.
  - Debris must be a result of a major disaster.
- 54. Volatile Organic Compounds (VOCs) VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and groundwater contaminants of concern because they may persist in and migrate with groundwater to a drinking-water supply.
- 55. White Goods As outlined in the FEMA PAPPG, 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:
  - White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
  - White goods removal must be the legal responsibility of the applicant.
  - White goods must be a result of a major disaster.

56. Work – Any and all obligations, duties, and responsibilities, including furnishing equipment, engineering, design, workmanship, labor, and any other services or things necessary to the successful completion of the project, assigned to or undertaken by Service Provider under this Agreement

#### **ACRONYMS**

ACM Asbestos Containing Material C&D Construction and Demolition CBRA Coastal Barrier Resources Act

CBRN Chemical, Biological, Radiological and Nuclear

CBRS Coastal Barrier Resources System
CEI Construction Engineering and Inspection

CFR Code of Federal Regulations
CTS Central Transfer Station

CWA Clean Water Act

DDIR Detailed Damage Inspection Report

DMS Debris Management Site
DOT Department of Transportation
DPW Department of Public Works
DRM Disaster Recovery Manager
DTFL Debris Task Force Leader

EO Executive Order

EMC Emergency Management Coordinator EPA Environmental Protection Agency

ER Emergency Relief

ESA Endangered Species Act
ESF Emergency Support Function

FEMA Federal Emergency Management Agency

FHWA Federal Highway Administration

FMIS Fiscal Management Information System
TCEQ Texas Environmental Protection Division
TxDOT Texas Department of Transportation
GIS Geographic Information System
GPS Global Positioning System

HHW Household Hazardous Waste

HUD Department of Housing and Urban Development

IA Individual Assistance

ICS Incident Command System

JFO Joint Field Office MRE Meals Ready to Eat

NEPA National Environmental Policy Act NHPA National Historic Preservation Act

NRCS Natural Resources Conservation Service

NRF National Response Framework

OCC Office of Chief Counsel

OEM Office of Emergency Management

OSHA Occupational Safety and Health Administration

PA Public Assistance

PAPPG Public Assistance Program Policy Guide

PDA Preliminary Damage Assessment

PNP Private Nonprofit

PPDR Private Property Debris Removal PPE Personal Protective Equipment

PW Project Worksheet

PWERT Public Works Emergency Response Team
RACM Regulated Asbestos Containing Material
RCRA Resource Conservation and Recovery Act

RFB Request for Bid

RFP Request for Proposals

ROE Right-of-Entry ROW Right-of-Way

RRC Rapid Response Crew

SHPO State Historic Preservation Office(r)
TDSM Temporary Debris Management Site

TDSPF Temporary Debris Staging and Processing Facility
TDSR Site Temporary Debris Storage and Reduction Site

TSDF Hazardous Waste Treatment, Storage, and Disposal Facility

USACE United States Army Corps of Engineers

USCG United States Coast Guard

USDA United States Department of Agriculture

VOCs Volatile Organic Compounds

#### PROPOSAL FORMAT

Proposals must be limited to 50 pages and must be submitted on 8-1/2" x 11" size paper and should be typed using 11-point standard font with sections and sub-sections identified appropriately. The original should be assembled using spiral-type bindings. Do not use metal-ring hardcover binders. Graphic illustrations (including organizational charts and maps) may be shown on 11" x 17" paper provided it is folded to 8-1/2"x 11" and will count as one page. Promotional literature, brochures, etc. will be considered a part of the 50-page limit. However, required submittals A–L, will not be included in the page count. An appendix will not count towards the 50-page limit and may be provided to include résumés and examples of relevant work experience. The proposal narrative and appendices should be bound together in a single submission

It shall be the responsibility of the contractor to ensure their proposal reaches Rockwall County prior to the date/time for the opening, regardless of which submission method is used.

The proposal should be divided into ten (10) tabbed sections with references to all parts of this Request for Proposal (RFP) done on a section number/paragraph number/letter basis. The ten sections shall be named the following:

- 1) Required Submittals
- 2) Project Understanding and Technical Approach
- 3) Personnel
- 4) Resumes
- 5) Typical Debris Management Site (DMS) Safety Plan and Operational Plan
- 6) Subcontracting Plan
- 7) Licenses and Certificates
- 8) Insurance Requirements
- 9) Price Proposal
- 10) Forms

#### 1. Required Submittals:

- A. Letter of Transmittal: This letter will summarize in a brief and concise manner the Service Provider's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all the persons authorized to make representations for the Service Provider, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Service Provider must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed two pages in length.
- B. *Type of Business:* The Service Provider shall identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Service Provider shall identify whether the business entity is incorporated in Texas, another state, or a foreign country.
- C. **FEIN:** Provide the **Federal Employer Identification Number** of the Service Provider.
- D. **SSN:** In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners/partners.

- E. **Principals:** The proposal must name all persons or entities serving, or intending to serve, as principals in the Service Provider's firm. Identify each principal of the firm and any other "key personnel" who will be professionally associated with the development and/or presentation of the proposal.
- F. **Corporate Information:** If a Service Provider is a corporation, it shall be certified with the Texas Secretary of State and have a corporate status in good standing, and in the case of an out-of-state corporation, they must present evidence of authority to do business in Texas.
- G. **Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Service Provider in the past ten (10) years which is related to the services that the Service Provider provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Service Provider in the past ten (10) years.
- H. Licenses/License Sanctions: List all licenses (contractor, business, professional, etc.) held by the Service Provider and principals including license numbers and all regulatory or license agency sanctions. State if there are no license sanctions against the Service Provider. Acknowledgment of Addendum: Include a signed and dated copy of the last addendum issued by the County if any.
- I. **Past Performance:** Service Provider(s) must list and provide required information from <u>all</u> FEMA-reimbursed (partially or fully) debris removal projects in excess of 200,000 cubic yards within the past ten (10) years. Failure to list and provide the required information from <u>any</u> project the Service Provider has managed in excess of 200,000 cubic yards within the past ten years may result in proposal rejection. Required information from each project listed includes total cubic yards collected, total dollar amount of each project and corresponding amount reimbursed to the applicant. The Service Provider must also provide a contact person, telephone number, and e-mail address for each project. See below for an example format.

Project	Date	Total CY	Total Dollar Amount Invoiced	Federal Reimbursement Amount	Contact	Comments
County, State (DR-###)	MM/YY to MM/YY	(Example 800,000)	(Example \$7,590,000)	(Example \$7,590,000)	Name Title Phone Number E-mail Address	(e.g., reason for difference between invoiced and reimbursed amounts)

- J. *Financial Statements:* Demonstrate the Respondent's financial ability to provide the Proposed Services to the County for the term of the contract. The Respondent shall provide detailed financial information, including but not limited to the following:
  - 1) Copies of audited financial statements, for the entity that is proposed to sign the Agreement, for the most recent three fiscal years. For the purposes of

### this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).

- 2) If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(ies) must also provide audited financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance. For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).
- 3) If the entity that will sign the Agreement has been in existence less than three years, the Respondent must provide sufficient financial data to substantiate, to the satisfaction of the County, the Respondent's financial capability and viability of the entity. For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).
- 4) In addition to the audited financial statements, the Respondent must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
- 5) Financing of the services and equipment will be the sole responsibility of the successful Respondent. The respondent must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources.
- K. Other Contractual Obligations: Include a list of other contractual obligations at the time of response submittal to Rockwall County. This list should be limited to the sixteen-county North Central Texas Council of Governments (NCTCOG). These counties include Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise. Include the name and location of the entity and contract duration (unless known not to be the case, assume multi-year extensions provided for by the respective award will be provided).
- 2. Project Understanding and Technical Approach: Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Service Provider will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:
  - A. Ability to manage activation of multiple contracts
  - B. Mobilization and demobilization plan
  - C. Fleet and manpower information. Delineate prime and subcontractor resources separately.
  - D. Documenting and resolving damages
  - E. Invoicing and data management

- 3. **Personnel:** A list of personnel assigned to the County in the event of contract activation. Information shall be presented in tabular form. The list shall include but is not limited to:
  - A. Contact persons, including telephone numbers and e-mail address
  - B. Project manager must have five (5) years experience
  - C. Operations manager must have three (3) years of experience
  - D. Other key personnel assigned to the project/this Agreement.

Changes to personnel listed on the proposal at the time of an event must be communicated to the County and are subject to approval by the County. Rockwall County also reserves the right to request the substitution of any personnel as the County deems necessary.

- 4. **Résumés:** Provide résumés for the project manager, operations manager and other key personnel proposed for this program.
- 5. **Typical Debris Management Site (DMS) Safety/Security Plan and Operational Plan:** Provide a description of the firm's typical DMS safety/security plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County's approval. Rockwall County also reserves the right to request changes to the Service Provider(s) site safety plan or operational plan.
- 6. **Subcontracting Plan:** A subcontracting plan that includes items such as a description of the percentage of work to be subcontracted and a list of subcontractors. The list provided in this section must include subcontractors listed on the Subcontractor Listing Form (Attachment K).
- 7. **Licenses and Certificates:** List any licenses or certifications related to the scope of work described in this RFP. State if the Service Provider does not have any related or applicable licenses or certifications. The Respondent must include expiration dates for all licenses and certifications.
- 8. **Insurance Requirements:** Service Provider must meet the insurance requirements set forth in the Technical Specifications
- 9. **Price Proposal:** The Service Provider shall submit Price Proposal forms included in this RFP in a separate and sealed envelope from the proposal document. For any item indicated as \$0, an explanation must be provided to explain how this cost will be assessed if the item is encountered.
- 10. **Forms:** Proposal submittals must include the following completed forms:

Attachment A – Price Schedules

- Schedule One Hourly Labor and Equipment Price Schedule; and
- Schedule Two Unit Rate Price Schedule.

Attachment B – Secondary and Tertiary Award Agreement.

Attachment C – Certification of Compliance with Federal Standards and Requirements. Attachment D – Exceptions, Deficiencies and Deviation Form.

Attachment E – Environmental Compliance and Safety Record Questionnaire.

Attachment F – HUB Certificate/Form for Disadvantaged Business Enterprises and HUB Certificate (if applicable).

Attachment G – Conflict of Interest Questionnaire (if applicable).

Attachment H – W-9.

Attachment I – Subcontractor Listing Form.

Attachment J - Letter of Guarantee (Proof of Bonding Capacity)

\$20,000,000.

Attachment K – Certification Regarding Debarment.

Attachment L - Certificate of Interested Parties Form.

Attachment M - Compliance with Federal and State Laws

Exhibit 1 – FEMA Stump Conversion Table.

Attachment N – Affidavit.

#### **EVALUATION METHOD**

Proposals will be evaluated and scored by the Proposal Evaluation Committee based on the scoring criteria as outlined in this document.

The Evaluation Committee will review all proposal materials. The selection committee **may** invite any number of the highest-rated firms to participate in onsite interviews. All expenses related to the participation in the onsite interviews are the responsibility of the consultant with no obligation to the County. The decision to interview and the number of firms to interview is at the sole discretion of the evaluation committee. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The Respondent(s) with the highest score(s) will be recommended for award contingent upon approval by Rockwall County Commissioners Court. The County reserves the right to negotiate with the selected firm(s) for rates and concessions that are in the best interest of the County. Upon the County's award of the contract, the selected bidder will present a contract for execution if requested by the County. If execution of this contract with the selected Respondent(s) is unsuccessful, the County will negotiate with the second-ranked Respondent(s) and so on until a satisfactory agreement has been reached.

There will be no bias in terms of a solution and/or a solution framework to afford all consultants an even playing field when the proposals are evaluated. The County reserves the right to ask for additional information and clarification from or about any or all Respondents.

Please make sure the contact information for the references you provide is correct. References are usually contacted via e-mail, and it is very important that they reply in a timely manner.

For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

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

#### LEVEL 1 - CONFORMANCE WITH MANDATORY REQUIREMENTS

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

Conformance with RFP guidelines and submittal requirements.

#### **LEVEL 2 – DETAILED PROPOSAL ASSESSMENT**

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this level. Proposals elevated to Level 2 may be asked to respond in writing to issues and questions

raised by the County, as well as any other cost and implementation planning considerations in the proposal. Proposals may earn up to 100 points based on all evaluated criteria.

#### **EVALUATION CRITERIA FOR LEVEL 2**

The following criteria and weights shall be utilized in the evaluation of the proposals:

(See Proposal Format section for referenced # and/or letter in parentheses; for example, "(4)" refers to the "Résumés" subsection)

CRITERIA	MAXIMUM POINTS
<ul> <li>EXPERIENCE AND PAST PERFORMANCE</li> <li>Experience of the firm/individual's, credentials, and training (3A-D, 4)</li> <li>List and description of similar services and how they relate to the County's needs, past performance, and demonstrated experience (1J)</li> </ul>	20
<ul> <li>DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK</li> <li>Understanding of the scope of the project; approach to the project (1A, 2A-E)</li> <li>Financial Stability (1K)</li> <li>Contract Litigation (1G)</li> <li>Appropriateness of fleet and manpower (2C)</li> <li>Potential subcontractor information (6)</li> </ul>	20
PRICE PROPOSAL (9, and Attachment A)	30
SAFETY RECORD (5) Licenses or certifications (7) License sanctions, if applicable (1H)	20
CAPACITY TO RESPOND TO MAJOR AND CATASTROPHIC DISASTERS AND OTHER CONTRACTUAL OBLIGATIONS  Resource availability, including all resources (1L, 2A)  Number of contracts in place within the sixteen-county North Central Texas Council of Governments (NCTCOG) (Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise) (1L)	10

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

#### LEVEL 3 – REFERENCES, DEMONSTRATIONS, AND INTERVIEWS

The Evaluation Committee may hear oral presentations (if desired). Respondents are cautioned, however, that oral presentations are at the sole discretion of the committee and the committee is not obligated to request a demonstration or interview. The oral presentation is an opportunity for the Evaluation Committee to ask questions and seek clarification of the proposal submitted. The presentation is not meant as an opportunity for the proposer to simply provide generic background information about the corporation or its experience. Thus, the time will be structured with a minimum time for the respondent to present and the majority of time will be dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be

scheduled accordingly and all presenting respondents will be notified of the time and date. The County reserves the right to waive the demonstration and interview portion of Level 3 in the evaluation process.

The following criteria will be used to evaluate those respondents evaluated

CRITERIA	POINTS
DEMONSTRATIONS/INTERVIEW (optional)	20
CLIENT REFERENCES: RESPONDENT'S PAST PERFORMANCE IN SIMILAR SERVICES (1J)	10
TOTAL POSSIBLE POINTS	30

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

#### LEVEL 4 – BEST AND FINAL OFFER

Respondents who are susceptible to receiving the award may be elevated to Level 4 for Best and Final Offer. Respondents may be asked to respond in writing to issues and questions raised by the County, as well as any other cost and implementation planning considerations in the proposal and may be invited to present their responses on-site. Proposals may be reevaluated based upon criteria in Level 2. Based on the result of the Best and Final Offer evaluation, the respondent(s) will be identified as a finalist(s) for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, the County reserves the right to contact any of the other respondents that have submitted proposals and enter into negotiations with them.

#### **BACKGROUND**

Rockwall County, Texas borders the counties of Dallas, Collin, Kaufman, and Hunt. As of the most recent census data from April 2020, the County has a population of nearly 108,000. The County covers approximately 149 square miles. The County has experienced several major storms, tornadoes, winter weather, and flooding events in the past ten years. This includes the December 26, 2015, EF-4 tornado. The County has historically handled disaster debris on its own without outside assistance.

To support the County's disaster debris management operations and disaster recovery, Rockwall County ("County") Office of Emergency Management is seeking proposals from qualified and experienced contractors ("Service Provider") for stand-by contracts for disaster debris hauling and monitoring in the event of a natural or man-made disaster. Disaster hauling will be for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the County, to eliminate immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. The County is also requesting proposals for disaster monitoring and consulting services to effectively monitor the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner. Due to FEMA requirements, hauling and monitoring contracts will be awarded to separate contractors. The County intends to award multiple contracts (i.e., primary, secondary, and tertiary) for both debris hauling and monitoring. No dollar amount or quantities are guaranteed, and the contract awards will be negotiated to meet the best value for Rockwall County.

The Service Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agency, and other state relief programs regulations regarding eligibility.

A primary, secondary, and tertiary Service Provider will be selected to provide differing elements or levels of the scope of work in accordance with the capabilities and extent of involvement each respondent proposes and to provide redundancy after regional, statewide, or larger disasters that result in competing, concurrent contract activations. The County, at its sole discretion, may elect to perform any of the contracted work with its own resources, including mutual aid.

#### **Term of Agreement**

The contract will be a one-year contract utilized on an "as-needed basis" with a renewal for four additional one-year periods unless either party notifies the other with a 30-day notice that they will not be renewing the contract. Renewals will be subject to the same terms and conditions as the original contract. **Prices must remain firm**.

#### **Annual Coordination Meeting**

The successful Service Provider(s) may be required to attend an annual coordination meeting with the County at no additional cost to the County. This may be done in person or through a virtual meeting.

#### Performance Standard of Services

Service Provider agrees to perform contracted services in a professional and satisfactory manner and in compliance with applicable federal, state, and local laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the intent of the contract or meeting the approval of the County may be rejected. Replacements and/or modifications, as required, will be accomplished on a timely basis at no additional cost to the County.

#### **Description of Designated Areas**

- A. The designated area for debris removal is defined by the jurisdictional boundaries of Rockwall County and includes, without limitation, public property and Right-of-Way (ROW), County parks, and County debris staging areas within the designated area. The designated area *may* also include certain private segments within the jurisdictional boundaries of the County. The County Debris Manager may authorize, in writing, the Service Provider to perform debris removal on non-County roadways or other areas.
- B. The County Debris Manager will identify, the services to be provided and will assign temporal and resource priority to each service.
- C. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Service Provider shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Unless otherwise directed, by the County Debris Manager, any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Service Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.
- D. Service Provider shall implement a "clean as you go" policy. Service Provider shall supervise and enforce such policy during debris management operations. Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.
- E. Service Provider shall deliver all disaster-related debris to the County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

- F. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Service Provider will be responsible for the handling, reduction, final haul-out, and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. The Service Provider reduction, handling, disposal, and remediation methods must be approved, in writing, by the County Debris Manager.
- G. Payment for disposal costs such as tipping fees incurred by the Service Provider at a County approved Final Disposal Site that meets 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 Service Provider must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Service Provider will also be required to provide proof of Service Provider payment to the County-approved Final Disposal Site.
- H. The Service Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.
- I. The County reserves the right to inspect DMS(s), verify quantities, and review operations at any time.

#### **Debris Management Sites**

The Service Provider is responsible for providing enough DMS to support the event in which the contract is activated. Depending on the event, the County may provide the Service Provider with DMS locations within the County. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS in the County is a cost borne by the Service Provider and compensated based on the Service Provider's bid for site management and reduction of debris.

The Service Provider will prepare and maintain the DMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

- a. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including the provision of crushed concrete for any roads that require stabilization for ingress and egress.
- b. Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the DMS.
- c. Providing DMS utilities which include but are not limited to water, lighting, and portable toilets
- d. Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
- e. Providing DMS dust control and erosion control which includes but is not limited to an operational water truck, silt fencing, and other best management practices.
- f. Providing DMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- g. Providing 24-hour site security for each DMS.
- h. Restoring the site to its original condition prior to site use. Site remediation includes returning original site grade, sod, and other physical features. Site remediation also

includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the County's direction.

The County may also establish designated homeowner drop-off sites. The Service Provider will be responsible for removing all debris from those sites daily.

The Service Provider's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Service Provider's Operation Manager, who will, in turn, provide this information to the County. These daily reports must meet the requirements of FEMA or other federal agencies, and other reimbursement and regulatory governmental agencies.

The Service Provider will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use.

#### SCOPE OF SERVICES

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Debris Manager. Work shall also include the clearing and removing of all "Eligible" debris as most currently defined (at the time written notice to proceed as issued to the Service Provider) by the Public Assistance grant program quidelines, Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during a debris removal project. The definition of "eligible" applies to all uses throughout Scope of Services items 1 through 17. Work will include: 1) examining debris to determine whether the debris is eligible; 2) loading the debris; 3) hauling debris to County approved TDMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County approved Final Disposal Site, and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by Federal, State or Local regulation, law, or policy PAPPG or state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Service Provider by the County Debris Manager. It shall be the Service Provider's responsibility to load, transport, reduce and properly dispose of all disaster generated debris which is the result of the event under which the Service Provider was issued notice to proceed, unless otherwise directed by the County Debris Manager, in writing.

County personnel may complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The County may perform debris clearance for access with its own resources, those provided under a mutual aid agreement, or those under any existing contracts between the County and private firm(s). However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Service Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, County and the Service Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the County. This schedule of events shall include the dates for the:

- a. Initial pass of the removal of public and/or private vegetative debris
- b. Initial pass of the removal of construction and demolition debris
- c. Initial pass of the removal of other eligible disaster-related debris
- d. Last pass of the removal of public and/or private vegetative debris
- e. Last pass of the removal of construction and demolition debris
- f. Last pass of the removal of other eligible disaster-related debris

These last pass dates shall be very important to both the County and the Service Provider because of the liquidated damages that may be implemented if the Service Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

#### 1. Emergency Push/Road Clearance

Under this contract, emergency push and road clearance work shall consist of all labor, equipment, fuel, and associated costs necessary to safely clear and remove debris from County roadways, to make them passable immediately following a declared disaster. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Release Orders from the County to conduct

emergency roadway clearance work. The County may choose to extend the Service Provider's 70-hour limit through a written request. This may include roadways in municipalities within the County or other government agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Service Provider 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 (i.e., certification), starting and ending times, and zones/areas worked.

Services performed under this Contract element will be compensated using **Attachment** A – Price Schedules - Schedule One – Hourly Labor and Equipment Price Schedule.

#### 2. ROW or Public Property Vegetative Debris Removal

Under this contract, ROW or public property vegetative debris removal work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the County ROW or public property to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed.

- a. For the purposes of this contract, vegetative debris that is piled in close proximity to the street and accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Vegetative debris will be removed as directed by the County Debris Manager.
- c. 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 DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of vegetative hazards 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.
- f. The Service Provider must provide traffic control as conditions require or as directed by the County Debris Manager.

#### 3. ROW or Public Property C&D Debris Removal

Under this contract, ROW or public property Construction and Demolition (C&D) debris removal work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the County ROW or public property to a County approved DMS or County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed.

a. For the purposes of this contract, C&D debris that is piled in close proximity to the street and accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed, unless otherwise directed otherwise by the County of its authorized representative.

- b. Removal of C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.
- c. 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 DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures. All actions will be consistent with Federal, State or Local requirements applicable to the disaster for which the work is performed.
- f. Removal of C&D debris generated by privately contracted and/or County-permitted demolition contractors and placed on the ROW shall not be performed by the Service Provider unless otherwise directed by the County or its authorized representative. All actions will be consistent with Federal requirements applicable to the disaster for which the work is performed.
- g. The Service Provider must provide traffic control as conditions require or directed by the County Debris Manager.

#### 4. Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, demolition, removal, transport, and disposal of non-RACM structures work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of Non-Regulated 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, 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 rules and regulations applicable to the disaster for which the work is performed.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations applicable to the disaster for which the work is performed.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. 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.
- e. Entry onto private property for the removal of C&D hazards will only be permitted

when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs. These procedures will be in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed.

- f. The Service Provider is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- g. The Service Provider will not be required to remove the concrete slab/foundation.

#### 5. Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, demolition, removal, transport, and disposal of RACM structures work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of 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, debris generated from the demolition of 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 rules and regulations applicable to the disaster for which the work is performed.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. 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.
- e. Entry onto private property for the removal of C&D hazards 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. These procedures will be in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed.
- f. The Service Provider is required to strictly adhere to all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, of debris, etc.).
- g. The Service Provider will not be required to remove the concrete slab/foundation.

#### 6. DMS(s) Management, Operations, and Separation/Reduction

Under this contract, DMS(s) management, operations, and separation/reduction 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/separation, staging, and reduction of disaster related debris. DMS(s) activation and all related actions implemented by the Service Provider must be approved by the County Debris Manager prior to commencement of DMS(s) activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager. DMS(s) hours of operation will be determined by the County Debris Manager. If the DMS site is not provided by the County, the County must approve the site selected by the Service Provider, and the County will pay the cost of the approved lease.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state, and federal licenses and authorizations 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) (TAHC) and TCEQ. The Service Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. The Service Provider shall provide the County with a date- and time-stamped video record of the pre-and post-use site conditions for the DMS(s).
- c. The Service Provider is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (O.S.H.A.), EPA and TCEQ guidelines.
- d. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.) and program (ROW collection, private property debris removal, etc.) in compliance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed. If a joint DMS(s) is operated with other eligible applicant entities the Service Provider will clearly separate and manage independently debris from those applicants, upon approval in writing from the County Debris Manager.
- e. The Service Provider shall process and reduce debris in compliance with local, state, and federal requirements, by methods including, but not limited to, grinding, air curtain incineration/burning, controlled open burning, or other methods of reduction, such as compaction, as approved by the County Debris Manager.
- f. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets.
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags. DMS(s) traffic control will be provided for both on the DMS site(s) and adjacent roadways as directed and approved by the County Debris Manager.
- i. The Service Provider is responsible for building and/or maintaining roads, as necessary, for DMS operations.
- j. The Service Provider is responsible for all associated costs necessary to provide

- DMS(s) litter, dust, and erosion control such as, but not limited to, an operational water truck, litter control fencing, silt fencing, water retention berms, and other best management practices (BMPs).
- k. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection throughout the operational period of DMS(s). These costs include, but are not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- I. The Service Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from DMS locations, is a cost reflected in this scope of services item 11.
- m. The Service Provider is responsible for providing 24-hour DMS(s) security and providing the County with a DMS site security plan. DMS(s) site security plans, and changes to those plans, must be approved by the County Debris Manager prior to commencement of operations.
- n. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County, federal, state, local or their authorized representatives on site(s).
- o. The Service Provider is responsible for developing and implementing procedures for the management of the receipt of unauthorized and/or ineligible debris at the DMS(s). These procedures will be in accordance with all federal, state, and local rules and regulations applicable to the disaster for which the work is performed and must be approved by the County Debris Manager prior to commencement of operations.
- p. The Service Provider is responsible for providing a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Service Provider will meet or exceed the specifications provided in the Technical Specifications of this RFP (See Debris Site Tower Specifications).
- q. The Service Provider is responsible for providing the County with proper and acceptable documentation (including destination, tickets, volume/weight, etc.) for the final disposal of debris accepted at the DMS(s).

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the physical features of the site to their original condition prior to site use. 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 County's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the 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. Haul-Out of Reduced Debris to a County Approved 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 material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Service Provider shall not receive any payment from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County approved Final Disposal Site.

# 8. Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the County ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the scope of services, item 2, under the terms, conditions, and procedure described in "ROW and Public Property Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded, and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Service Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cutwork unless written permission is received from the County Debris Manager. If there is insufficient room for safe placement along the County ROW then the Service Provider must load the resulting debris as hazardous leaning tree or hazardous hanging limbs as they are removed.

- a. Hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the County ROW or private property will be performed as directed by the County Debris Manager. All disaster specific eligibility guidelines regarding the size and diameter of leaning trees will be communicated to the Service Provider, in writing, by the County Debris Manager. For leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
  - 1. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
  - 2. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
  - 3. Over 50 percent of the tree crown is damaged or broken and the heartwood is exposed.
  - 4. The tree has a split trunk that exposes heartwood.
- b. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the County ROW or private property will be performed as directed by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter

of limbs will be communicated to the Service Provider, in writing, by the County Debris Manager. For hanging limbs to be removed and eligible for payment, the limb must satisfy all the following requirements:

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

## 9. Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the County ROW. Work will also consist of filling the root-ball hole created by the removal of an eligible stump. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with the scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Exhibit 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of the scope of services item 2.

- a. Hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the County ROW or private property will be performed as directed by the County Debris Manager. All disaster specific eligibility guidelines regarding the size and diameter of hazardous stumps will be communicated to the Service Provider, in writing, by the County Debris Manager. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
  - 1. Fifty percent or more of the root ball is exposed.
  - 2. The stump is on County ROW and poses an immediate threat to public health, safety, or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of the scope of services item 2. Stumps with less than 50 percent of the root ball exposed shall be flush cut to ground level. The stump portion of the tree will not be removed but the residual debris (i.e., tree trunk) will be removed under the terms and conditions of the scope of services, item 2. The cubic yard volume of unattached stumps will be based on the diameter conversion using the published FEMA stump conversion table (See Exhibit 1 – FEMA Stump Conversion Table).

If grinding a stump, with 50 percent or more of the root ball exposed, in place is determined to be less costly than extraction, the Service Provider shall grind the stump in place.

The County Debris Manager or authorized representative will measure and certify to include photos showing measurement, GPS coordinates of each leaner, stump, or hanger and keeping a logging spreadsheet listing all leaner, stump, and hangers prior to removal.

## 10. Sand, Silt, and Debris Removal from Detention/Retention Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from County detention/retention structures and transport to a County approved final disposal site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this element, sand, silt, and debris existing in County detention/retention structures will be removed to a depth designated by the County or the County's authorized representative.
- b. 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.

# 11. 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 from the ROW to a permitted and County-approved DMS(s), hazardous waste facility, or MSW Type I landfill.

- a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted and County-approved DMS(s), hazardous waste facility, or MSW Type 1 landfill. County approval must be in writing and from the County Debris Manager.

## 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 a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing refrigerants must first have such refrigerants removed by the Service Provider'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.

- a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
  - All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.
- b. The Service Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical

loading or will be manually loaded and hauled to a County approved DMS for refrigerant removal by the Service Provider's qualified technicians.

## 13. Dead Animal Carcass Removal

Under this contract, dead animal carcass removal 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 from the ROW to a County approved Final Disposal Site. The Service Provider shall coordinate activities with Rockwall County and appropriate state agencies if needed.

- a. Disposal of animal carcasses must be compliant with the Texas Department of Agriculture, Texas Animal Health Commission (TAHC) and TCEQ rules for handling, solid waste, and air quality.
- Placement of dead animal carcasses at a DMS or other location not serving as a Final Disposal Site will only be allowed upon written approval from the County Debris Manager.

## 14. Other Debris Removal Work

Under this contract, additional work, not specifically under the Scope of Work, may be requested by the County. Upon written authorization from the County Debris Manager, the Service Provider shall provide all labor, equipment, materials, fuel, traffic control, and signage to perform the additional services, including but not limited to:

- a. <u>Storm Drain and Catch Basin Debris Removal</u>. The Service Provider shall remove all eligible debris from the County's maintained storm drains and catch basins and transport the debris to the County's designated DMS(s) or final disposal site.
- b. <u>Abandoned Vehicle or Derelict Vessels.</u> The Service Provider shall remove and transport eligible abandoned vehicles or derelict vessels in areas identified and approved by the County to a County-approved staging area.
- c. <u>Waterborne Debris</u>. The Service Provider shall remove eligible waterborne debris identified and approved by the County and transport the debris to the County's designated DMS

Neither the Service Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Service Provider 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.

# **TECHNICAL SPECIFICATIONS**

## 1. Notice to Proceed

The County shall issue an official written notice to proceed with the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Service Provider's authorized representative is on-site in the County, then the written notice to proceed may be hand-delivered. 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 Service Provider(s). The Service Provider(s) must acknowledge receipt of the written notice to proceed.

# 2. Changes in Scope of Work

The County Manager or designee may request changes in the scope of work to be performed. Such changes, including an increase or decrease in compensation, must be mutually agreed upon and incorporated by written amendment to the agreement.

# 3. Indemnity

The successful Service Provider shall defend, indemnify, and hold harmless Rockwall County and all its officers, agents, and employees who are participating in this contract from all suits, actions, or other claims of any character, name, and description brought for or on account of any negligent act or fault of the Service Provider, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The successful bidder shall pay any judgment cost which may be obtained against Rockwall County and participating entities growing out of such injury or damages.

# 4. Drug Free Workplace

In the interest of job safety and to protect the general public, other contractors, and the County's employees from the consequences of accidents that are caused by worker abuse of controlled substances on County construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free job site.

## 5. Mobilization

Within 18 hours of notice to proceed from the County, the Service Provider will mobilize an Operations Manager to the County. The Operations Manager will assist the County Debris Manager in planning for the initial operation and mobilization of Service Provider personnel and equipment necessary to perform the work. If the Service Provider does not send an Operations Manager within 18 hours after the notice to proceed by the County, the County may then go to the next RFP-approved Service Provider for their services instead of using the first Service Provider.

Within 36 hours of notice to proceed from the County, the Service Provider shall mobilize equipment and resources in the County to begin debris removal operations as directed by the County Debris Manager. As part of the Service Provider's mobilization effort, the Service Provider shall provide an on-site office trailer for the duration of the project or as directed by the County.

When a notice of mobilization in advance of an event has been issued by the County, the Service Provider will make all necessary arrangements to mobilize a minimum of 50% of anticipated required resources, as determined by the County, within 36 hours and the remaining 50% of the required resources within 72 hours to commence and conduct these

contracted services.

The County may take other actions as necessary, to address the failure of the Service Provider(s) to mobilize resources on the schedule required by the County.

# 6. Reports

The Service Provider(s) shall submit periodic, written reports in a format required by the County Debris Manager documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

- A. Daily Reports: Service Provider shall submit a written report to the County Debris Manager and/or designee by 7:00 A.M. (CST) of each business day of the term of the Task Order. Daily reports shall detail the prior day's locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, the number of debris reducing machines in operation, and other operational details reasonably requested by the County Debris Manager. Service Provider will also report damages as described in the Damages by Service Provider section of this contract.
- B. Weekly Summaries: A summary of all information contained in the daily reports as described in the Daily Reports section by 7:00 A.M. (CST) the day after the close of the week. Weekly periods will be determined and communicated to the Service Provider by the County Debris Manager during the initial operational planning meeting with Service Provider(s)' Operations Manager. The submitted weekly data will also include collection contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name /number, DMS(s) location, tower monitor name/number, debris materials categorization, and location of collection, e.g., ROW, FHWA, canal, etc.
- C. Final Project Closeout: Upon final inspection and/or closeout of the project by the County Debris Manager, Service Provider shall prepare and submit a detailed description of all debris management activities in a Microsoft Excel spreadsheet, to include but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Service Provider, plus the total cost of the project invoiced to the County. Service Provider shall provide, upon request of the County and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Service Provider have been fully paid. The agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County.

Reconciliation of data will be accomplished weekly between the Service Provider and the County Debris Manager or representative. All discrepancies will be resolved within seven (7) days of written notification to Service Provider. Final project reconciliation must be approved by the County.

## 7. Safety

The Service Provider(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Service Provider(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Service Provider(s) will also be solely responsible

to ensure that all OSHA requirements are met, and a safety officer is assigned to the project for the duration of this contract.

When instructed by the County Debris Manager or designee, Service Provider(s) will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the County in its sole discretion and notify the County within 24 hours.

# 8. Inspection of Service Provider(s) Operations

All trucks, trailers, and debris shall be subject to inspection by the County and other public authorities to ensure compliance with the contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. The County will, at all times, have access to all worksites and disposal areas. In addition, government representatives and agents authorized by the County shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation at any time upon request. The term "government" as used in the contract refers to those governmental agencies which may have a regulatory or funding interestin the contract.

# 9. On-Site Project Manager

The Service Provider(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include but are not limited to, the volume of debris collected, completion progress, County coordination, and damage repairs. Information provided by the project manager, during daily meetings, must be provided in writing, upon request of the County Debris Manager. The frequency of meetings may be adjusted by the County Debris Manager. The Service Provider(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

# 10. Equipment

- A. All trucks and other equipment must be in good working condition and operated in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- B. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two 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 may be inspected by the County's authorized representatives prior to its use by the Service Provider(s).
- C. 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 avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site.

- D. Trucks or equipment designated for use under this contract shall not be used for any other work. The Service Provider(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Service Provider(s) mix debris hauled for others with debris hauled under this contract.
- E. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the County Debris Manager.
- F. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.
- G. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the County Debris Manager. Should operation of equipment be required outside of the public ROW, the Service Provider will ensure that an ROE Agreement has been obtained prior to any private property entry. Careful attention will be paid to tree canopies and every effort will be made by the Service Provider to minimize tree damage.
- H. Service Provider shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Service Provider shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TXDOT guidelines. All trucks and trailers hauling debris shall have sturdy covers secured in place to prevent debris from being lost in transit. As required, Service Provider will survey the primary routes used by Service Provider for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).
- I. The County will provide the Service Provider with a comprehensive list of load ratings for bridges and other roadways in the County. Service Provider will be required to comply with load rating-based restrictions unless otherwise authorized by the County Debris Manager.

# 11. Personnel

Senior management personnel of the Service Provider assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the County.

Senior supervisory personnel of the Service Provider and all subcontractors will have received training in debris management, and the implementation of the National Incident Management System (NIMS).

Personnel assigned by the Service Provider as responsible for data management, invoicing, and other documentation duties will be trained in the data management concepts and approaches to be used by the County.

Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state, and federal statutes and regulations.

Upon their deployment for field operations, all Service providers and subcontractor

personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures.

# 12. Designation and Management of Staging Areas

Service Provider shall identify staging areas in collaboration with the County for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Service Provider shall provide temporary tent, sanitary, and other appropriate conveniences necessary for the care and well-being of all Service Provider and sub-contractor personnel. The County will approve of the location, size, layout, and services to be provided at any staging area established by the Service Provider, who will ensure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

## 13. Procurement of Recovered Materials

In the performance of this contract, the Service Provider shall make maximum use of products containing recovered materials following Federal, State, and Local laws 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.

# 14. Utilizing Local Resources

Service Provider shall, to every extent possible, give priority to utilizing labor and other resources originating within the geographic region of the affected jurisdiction.

## 15. Traffic Control

The Service Provider(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Service Provider(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. Service Provider is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The Service Provider(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Service Provider(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Service Provider for traffic control is an overhead expense contemplated as part of the Service Provider's compensation under the terms and conditions of the scope of services.

**16. Rapid Response Crew** Service Provider(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by

responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

# 17. Work Hours

The Service Provider(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Service Provider(s). Unless otherwise directed, the Service Provider must be capable of conducting volumetric reduction operations at DMS locations on a 24 hour, 7 days a week basis.

# 18. Time of Completion

The services shall commence upon written notice to proceed from the County Manager or designee. For each event in which the contract is activated the County and the Service Provider will develop a project completion date. The project completion date may be revised if mutually agreed upon by the County and the Service Provider.

# 19. Liquidated Damages

Should the Service Provider fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Service Provider shall pay the County, as liquidated damages, the following:

- A. The Service Provider shall pay the County, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the County with 50% of the resources required to begin debris removal operations, within 36 hours of notice to proceed.
- B. The Service Provider shall pay the County, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the County with 100% of the resources required to begin debris removal operations, within 72 hours of notice to proceed.
- C. The Service Provider shall pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County-approved DMS or County approved Final Disposal Site. Application of liquidated damages does not release the Service Provider of all liability associated with hauling and depositing material to an unauthorized location.
- D. The Service Provider shall pay the County, as liquidated damages, \$500.00 per incident where the Service Provider fails to repair damages that are caused by the Service Provider or subcontractor(s). Application of liquidated damages does not release the Service Provider from the responsibility of resolving or repairing damages.
- E. The Service Provider shall pay the County, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed-upon project completion date.
- F. The Service Provider shall pay the County, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the County and Service Provider per DMS.
- G. The Service Provider shall pay the County, as liquidated damages, \$100.00 per incident where the Service Provider fails to provide sufficient documentation to the County to support federal, state, or local grant eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA-

eligible disaster.

- H. The Service Provider shall pay the County, as liquidated damages, \$500.00 per calendar day where the Service Provider fails to provide the required Daily Reports and/or Weekly Summaries.
- I. The Service Provider shall pay the County, as liquidated damages, \$100.00 per incident and per vehicle where the Service Provider violates roadway load rating restrictions provided by the County Debris Manager.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by the failure of the Service Provider to complete requirements set forth in the scope of work.

# 20. Damages by Service Provider

Service Provider shall be responsible for conducting all operations, whether contemplated by the contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to the existing public, private, and commercial property and/or infrastructure. Service Provider must report such damage to the County Debris Manager in writing within twelve (12) hours. Service Provider must provide a written report detailing the extent of the known damage, the known or possible cause of the damage, the party(ies) responsible, action(s) taken to mitigate the damage, action(s) taken to prevent similar events, and other information of operational and legal importance to the County Debris Manager within twenty-four (24) hours. Reports of damage must include pictures.

The Service Provider shall also be responsible for any damages due to the negligence of its employees and subcontractors. The Service Provider shall repair any damage to public property or private property caused by the Service Provider's employees, subcontractors, or equipment in a timely manner and at no expense to the County. If there is a disagreement between a resident and Service Provider(s) as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Service Provider's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money, withholding other funds due, or billing the Service Provider, in an amount sufficient to make necessary repairs.

To the extent that the County deems the Service Provider(s) negligent in management practices, the County may withhold from retainage money or invoice the Service Provider(s) for time and material costs associated with resolving issues or damages related to the Service Provider's work.

# 21. Existing Utilities

- A. 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 Service Provider's responsibility to coordinate directly with the utility owners to arrange for removal of debris without damage to overhead and underground utility lines (i.e., water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.
- B. The County may choose to have the Service Provider(s) make the necessary repairs or have the Service Provider(s) pay all costs incurred to repair damaged utilities that are a result of the Service Provider, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Service Provider(s).

# 22. Debris Site Tower Specifications

- A. The Service Provider(s) shall provide as many safe, stabilized, and covered inspection towers as designated by the County at each dump site for the use of County authorized representatives during their inspection of dumping operations. Towers will be positioned at any entrance and all/any exit of the DMS/TDMS(s). If ingress and egress of a DMS are of significant distance that the County or its authorized representative is unable to verify the entering and exiting trucks, then the Service Provider(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum of 8 feet by 8 feet of usable floor area, be covered by a roof with 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 4 feet on all 4 sides. The expense incurred by the Service Provider for the construction of towers is an overhead expense contemplated as part of the Service Provider's compensation under the terms and conditions of the scope of work. If Service Provider intends to use a tower with different specifications than those listed in this section, Service Provider must first obtain written approval from both the County Debris Manager and the County's debris monitoring Consultant(s).
- B. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be suspended by the County Debris Manager due to unsuitable conditions at the tower.

## 23. Facilities at DMS Locations

The Service Provider(s) shall provide as many portable toilets as designated by the County at each dump site for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to the start of any dumping operations and kept in a sanitary condition by the Service Provider(s) throughout the duration of dumping operations. The expense incurred by the Service Provider(s) for the operation of portable toilets is an overhead expense contemplated as part of the Service Provider's compensation under the terms and conditions of the scope of work.

# 24. Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site.

## 25. Environmental Protection

- A. All fluids or chemicals (work-related materials such as oil and or absorbents, etc.) used by the Service Provider(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- B. Service Provider(s) and subcontractors shall not perform maintenance on overthe-road equipment at DMSs. Maintenance of equipment that typically remains at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- C. The Service Provider(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Service Provider(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of

- a water truck or other approved dust abatement measures.
- D. The Service Provider(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.
- E. The Service Provider(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.
- F. The Service Provider must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve the cleanup.

## 26. Hazardous and Industrial Wastes

The Service Provider shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Service Provider will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan. This Plan will be in accordance with all local, state, and Federal requirements and will be approved by the County. In accordance with this Plan, the Service Provider may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

# 27. Documentation and Measurement

- A. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities are certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- B. All Service Provider(s) trucks used for collection and hauling of debris from the County ROW to County approved DMSs or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Service Provider shall provide a representative to attest to the certification/measuring process. It is the Service Provider's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Service Provider name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- C. The Service Provider(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- D. FEMA compliant load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Service Provider(s) may utilize their own load and/or unit rate tickets upon review and approval by the County Debris Manager. Only tickets designated and approved by the County Debris Manager will be authorized for use.
- E. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- F. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Service Provider(s) are responsible for

- ensuring all load and unit rate tickets capture location debris, work completed, collection/disposal date, disposal location, percentage load call or measurement, and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
- G. Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on 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 DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity, and sign the load ticket. The County will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Service Provider.
- H. Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.
- I. The Service Provider(s) shall give written notice of the location for work scheduled 24 hours in advance.

## 28. Access to Records

The following access to records requirements apply to this contract:

- A. The Service Provider agrees to provide Rockwall County, a regulatory agency of the State of Texas, and any Federal, State or Local representatives or any of their authorized representative's access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Service Provider agrees to provide the Federal, State or Local representatives or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- D. The Service Provider shall not use Rockwall County seal(s), logos, crests, or reproductions of flags or likenesses of Rockwall County officials without specific pre-approval from the Rockwall County Commissioners Court or its designee
- E. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- F. The Service Provider(s) acknowledges that FEMA financial assistance may be used to fund the contract only. If that is the case, the Service Provider will comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- G. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other

- party pertaining to any matter resulting from the contract.
- H. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this contract.

# 29. Compliance with Laws; Dealing with Public Servants

The Service Provider must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code § 36.02, which prohibits bribery; (ii) Texas Penal Code § 36.09, which prohibits the offering or conferring of benefits to public servants; (iii) Texas Government Code § 2155.003, which prohibits the chief clerk or any other employee of the County from having an interest in, or in any manner be connected with, a contract or Proposal for purchase of goods or services by County or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation. Service Provider must give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, County is not responsible for monitoring Service Provider's compliance with any laws or regulations. If Service Provider performs any work knowing or having reason to know that it is contrary to laws or regulations, Service Provider bears all claims, costs, losses, and damages caused by, arising out of, or resulting from such performance.

# 30. Eligibility Determinations

Debris monitors shall inspect each load, or as directed by the County, to verify that the contents are in accordance with the accepted definition of eligible debris.

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Service Provider will not invoice the County for such loads. The County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

## 31. Price Re-determination

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

## 32. Payment

- A. Service Provider shall bear all its own operating costs and is responsible for all permits, licenses, fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services and comply with state and federal requirements.
- B. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Service Provider(s) will be provided with copies of this documentation. These documents will be used by the Service Provider as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must

be properly

- completed. Tickets missing loading address, truck number, certified Capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- C. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.), program (ROW collection, private property debris removal, etc.).
- D. Invoices shall be submitted to the County's authorized representative on a biweekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Electronic invoices should be sent via e-mail to email addresses as determined by the County Debris Manager. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- E. A 10 percent retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Service Provider(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until the final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Service Provider(s) to public or private property.
- F. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- G. The Service Provider is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Service Provider shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to the final retainage release.
- H. Payment for disposal cost incurred by the Service Provider(s) at the County approved Final Disposal Sites will be made at the cost incurred by the Service Provider. The Service Provider(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Service Provider payment to the County approved Final Disposal Site.
- I. Service Provider(s) must submit a final invoice within 30 days of completion of the scope of work. Completion of the scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Service Provider's final invoice.

- J. When this contract is activated for an event funded by state or federal funds, the Service Provider will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the County will only pay for those items deemed eligible by the Federal or State Agency, unless the County otherwise agrees in writing.
- K. The Service Provider(s) will not be paid for the removal, transportation, storage, reduction, and/or disposal of any material not authorized by the County or that does not meet the eligibility requirements identified in this contract or by Regulation, law or policy.
- L. The Service Provider will retain and maintain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven years following receipt of final payment for the services referenced herein.

## 33. Insurance

Insert certificate of liability insurance listing Rockwall County as a named additional insured per Sections 13.2 and 13.3 of the Standard Fixed Price Contract.

# 34. Types And Amounts of Contractor's Insurance

13.2 The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

13.3	Type of Insurance	Amount
	Worker's Compensation	As set forth in the Worker's Compensation Act.
	Commercial General Liability (Public)	\$2,000,000 Each Accident/Occurrence. \$5,000,000 Aggregate
	County's Protective Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
	Excess/Umbrella Liability coverage	\$10,000,000 per occurrence w/drop down
	Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or County's and Contractor's Protective Liability Insurance for the Project.
	Automobile Liability	\$1,000,000 Combined single limit per occurrence.

Worker's Compensation as set forth in the Worker's Compensation Act and shall include bodily injury, occupational illness, or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000.

Commercial General Liability Policy covering bodily injury, death, and property damage including the property of the County, its officers, contractors agents, and employees insuring against all claims, demands, or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per-project basis in the coverage amounts set forth herein, including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to the County.

Automobile Liability Policy covering all operations of the Contractor pursuant to this Contract involving the use of motor vehicles, including all owned, non-owned, and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death, and property damage liability.

Excess Liability Insurance Policy with a limit of not less than \$10,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance, and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the County and shall be provided on a "following form basis". The contractor waives all rights against the County for recovery of damages pursuant to this Contract. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its subcontractors, consultants, and employees.

Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Work with replacement cost basis to include the interest of the County, Contractor and subcontractors in the Work and materials in transit and stored off the Project site destined for incorporation. Coverage will be maintained until Substantial Completion.

Contractor Professional Liability Insurance (if applicable) with a limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its subcontractors, consultants, and employees, that arise out of the performance of this Agreement.

## **GENERAL GUIDELINES & ADDITIONAL INFORMATION**

- 1) No Gratuities. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Rockwall County for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- 2) All Information True. Respondent represents and warrants to Rockwall County that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to Rockwall County for consideration in the selection process shall be excluded.
- 3) Confidential Material. Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by Rockwall County to the extent allowed by law. Submission of information relative to this RFP shall not be released by the County during response evaluation process or prior to contract award. Respondents are advised that the confidentiality of their submittals will be protected to the extent permitted by law. Respondents are advised to consider the implications of the Texas Open Records Act, particularly after the response process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the Respondent at the time of response submittal and will be treated as confidential by Rockwall County to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.
- 4) Late Submittals. Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. Rockwall County is not responsible

for the lateness of the mail, postal carrier, courier, etc.

- 5) Addenda. Any interpretations, corrections, or changes to this RFP will be made by addenda. The sole issuing authority shall be vested in the County. Addenda may be obtained the from Rockwall County website: Requests for Bids/Proposals | Rockwall County-Official Website (rockwallcountytexas.com) It is the Respondent's responsibility to obtain addenda issued from the County website. Failure to acknowledge receipt of addenda and submit with vendor's response may result in disqualification of the response.
- 6) Interviews. After the initial evaluation of the submittals, Respondents will be notified by email of their status in the selection process. Respondents who are "shortlisted" should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent's program approach but also on an appraisal of the people who would be directly involved in the Project.Inquiries. Please direct all inquiries about this RFP to amitchell@rockwallcountytexas.com. Do not contact Rockwall County or elected officials during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- 7) Cost of Responses. Rockwall County will not be responsible for the costs incurred by anyone in the submittal of responses and interviews.
- 8) Contract Negotiations. This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the County, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the project, the County intends to make the inclusion of a "key persons" clause a part of the contract negotiations. Fair and equal treatment will be shown to all Respondents with respect to any opportunity for discussion and revision of responses. Such revision may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- 9) No Obligation. The County reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate responses; (4) accept a submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the County's best interest; or (6) cancel the entire process.
- **10) Equal Opportunity Employer.** The selected provider agrees that, during the term of the contract, they shall not engage in any employment practices which have the effect of discriminating against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age, or handicap; further, the successful Respondent will take affirmative steps that applicants are treated and employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap.
- 11) Required Forms and State Contract Requirement. As required by Chapter 176 of the Texas Local Government Code, Respondents shall complete Form CIQ, Conflict of Interest Questionnaire (attached to this RFP as Attachment I) and include it at the end of the original submittal response. State law requires a vendor that wishes to conduct business or be considered for business with a County to file this form, which was created by the Texas Ethics Commission. In addition, the Vendor Acknowledgement Form contained in this RFP (Page 2) should also be completed and included in this Section.

Please sign and return the compliance agreement (Attachment R) which addresses the State of Texas House and Senate bills discussed below.

Chapter 2252 of the Texas Government Code requires awarded vendors contracting with the County to complete and submit the Certificate of Interested Parties (Form 1295). This form is located on the Texas Ethics Commission website and should be completed and submitted upon notification of pending award at <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm.

Chapter 2271 of he Texas Government Code prohibits governmental entities from contracting with companies who boycott Israel. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent Rockwall County from entering into a contract with the contractor. Effective 9/17/19 (per HB 793), HB 89 excludes sole proprietorship vendors and applies only to a company with 10 or more full-time employees and contracts with a value of \$100k or more. Below is a link to the list. <a href="https://comptroller.texas.gov/purchasing/publications/divestment.php">https://comptroller.texas.gov/purchasing/publications/divestment.php</a>

, Chapter 2270 of the Texas Government Code provides that a governmental entity may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The Texas State Comptroller maintains a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Inclusion on this list will prevent Rockwall County from entering into a contract with the contractor.

Below is a link to the list. <a href="https://comptroller.texas.gov/purchasing/publications/divestment.php">https://comptroller.texas.gov/purchasing/publications/divestment.php</a>

**12) Certificate of Insurance.** Prior to the award of the contract the selected Respondent must furnish and place on file in the Auditors Office an insurance certificate in compliance with the current County standards.

# 13) Required Federal Contract Provisions

See Attachment C

# ATTACHMENT A – PRICE SCHEDULES

# SCHEDULE ONE - HOURLY LABOR AND EQUIPMENT PRICE SCHEDULE

SCHEDULE ONE - PART ONE	
Equipment Category	Hourly
(includes required operators, fuel, and maintenance)	
Air Curtain Burner, Self-Contained System	
Bucket Truck, 50 ft.	
Bucket Truck, 50ft. to 75ft.	
Chipper (Brush), 12+ inch	
Crane, Up to 15 ton	
Crane, 15-30 Ton	
Crane, 30 Ton	
Crane, 50 Ton	
Crane, 100 Ton	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, CAT D3 or Equivalent	
Dozer, Tracked, CAT D4 or Equivalent	
Dozer, Tracked, CAT D5 or Equivalent	
Dozer, Tracked, CAT D8 or Equivalent	
Dump Truck, 5-15CY	
Dump Truck, 16-24 CY	
Dump Truck, 25-34 CY	
Dump Truck (Trailer Dump with Tractor) 35-44 CY	
Dump Truck (Trailer Dump with Tractor) 45-54 CY	
Dump Truck (Trailer Dump with Tractor) 55-64 CY	
Dump Truck (Trailer Dump with Tractor) 65-74 CY	
Dump Truck (Trailer Dump with Tractor) 75+ CY	
Excavator, Hydraulic, 1.5 CY	
Excavator, Hydraulic, 2.5 CY	
Excavator, Hydraulic, 3.5+ CY	
Excavator, Hydraulic, 1.5 CY (with thumb)	
Excavator, Hydraulic, 2.5 CY (with thumb)	
Excavator/Trackhoe, Rubber Tire (with debris grapple) Cat 315C/JD or Equivalent	
Fuel Truck (1,000 gallon; does not include fuel to be disbursed)	
Generator, 200 kW, List kW Capacity	
Generator, 600 kW, List kW Capacity	
Grader w/12' Blade (Min. 30,000 LB)	
Light Tower, Portable, with generator	
Loader, Backhoe 1.5 CY	
Loader, Rubber Tire Front End, 2-5 CY Capacity	
Loader, Rubber Tire Front End, 2-3 CT Gapacity  Loader, Front End, 544 (with debris grapple) or equivalent	
Loader, Knuckleboom, 216 Prentice or equivalent	
Loader, Knuckleboom, 210 Frentice of equivalent	
Loader, Self, Knuckleboom Truck, 25-35 CY Body Loader, Self, Knuckleboom Truck, 35-45 CY Body	
Loader, Seil, Khuckieboom Truck, 35-45 CT Body Loader, Skid Steer (with bucket), Bobcat 753 o	
Loader, Skid Steer (with bucker), Bobcat 753 o Loader, Trackhoe 690 JD or equivalent	
·	
Loader, Wheel, CAT 955 or equivalent	
Loader, Wheel, CAT 966 or equivalent	
Low Bed Equipment Trailer with Tractor, 12 ton Capacity	
Low Bed Equipment Trailer with Tractor, 35 ton Capacity	
Low Bed Equipment Trailer with Tractor, 50 ton Capacity	
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support	
Personnel)	

Pump, 200 HP (Minimum 25' Intake and 200' Discharge)	
, · · · · · · · · · · · · · · · · · · ·	
Pump, 650 HP (Minimum 25' Intake and 200' Discharge)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, ½ ton	
Pickup Truck, 1 Ton	
Passenger Vehicle	
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	
Stump Grinder – Up to 30" diameter Capacity	
Stump Grinder – Above 30" Capacity	
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	
Tub Grinder, 800 to 1,000 HP	
Truck, Flatbed, 5 ton	
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	
Water Truck, 2000-2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	
Other – Please List	
LABOR CATEGORY	Hourly Rate
	Hourly Rate
LABOR CATEGORY  Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel	Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel	Hourly Rate  Hourly Rate
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel  Other – Please List	
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel  Other - Please List  CREW CATEGORY	
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel  Other - Please List  CREW CATEGORY  Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small	
Operations Manager w/Cell Phone and .5-ton Pickup  Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew  Tree Climber/Chainsaw and Gear  Laborer w/Chain Saw  Laborer w/Small Tools, Traffic Control, or Flag person  Bonded and Certified Security Personnel  Other - Please List  CREW CATEGORY  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.	

# **SCHEDULE ONE – PART TWO**

# **Emergency Push/Road Clearance**

Work shall consist of all labor, equipment, fuel, and associated costs necessary to safely clear and remove debris from County roadways, to make them passable immediately following a declared disaster and lasting no more than 70 hours, unless authorized in writing by the County. For evaluation purposes, the average "first

push" crew makeup is defined and listed below.

paon order makeup is defined and noted below.	
Labor/Equipment	Hourly
(includes required operators, fuel, and maintenance)	
Rubber tired front-end loader, 3 - 5 CY Capacity, with operator	
Trackhoe, 2 -3 CY Capacity, with operator	
Dump truck, 16 - 24 CY Capacity, with operator	
Two (2) person chainsaw / laborer crew, with chainsaws, 16"	
bar minimum, traffic control flags, and miscellaneous small	
tools (axes, shovels, safety equipment).	
Supervisor with 1/2 - 1-ton pick-up truck, cell phone	

## SCHEDULE TWO - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the County. Vendors are requested to provide a cost for ancillary items; however, these costs will not be used for evaluative purposes. The debris amounts below are based on an EF-4 tornado, similar to the December 26, 2015 tornado, impacting Rockwall County and generating approximately 300,000-350,000 CY of debris on County ROW or public property. County DMS sites are expected to be located within County boundaries and final disposal is expected to, mostly if not all, occur at the Hinton Landfill (3175 Elm Grove, Rockwall, TX 75089). Additionally, the County expects that backup sites will all be located within

45.00 miles of a collection point. However, due to factors outside of the control of the County, it is impossible to guarantee specific DMS(s) and final disposal site locations. Therefore, this unit rate price schedule reflects this uncertainty through a possible set of transportation distance ranges.

Schedule Two – Part C	ne		
1. Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris the County ROW or public property to a County approved DMS or final disposal site. Based on an estimated	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
200,000 CY of vegetative debris.			
0.00-14.99 Miles	175,000		
15.00-29.99 Miles	20,000		
30.00-44.99 Miles	2,500		
45.00 Miles or Greater	2,500		
2. C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on public property or ROW to a County approved DMS or final disposal site. Based on an estimated 100,000 CY of C&D debris.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	87,500		
15.00-29.99 Miles	10,000		
30.00-44.99 Miles	1,250		
45.00 Miles or Greater	1,250		
3. Demolition, Removal, Transport, and Disposal of Non-RACM Structures  Work consists of the demolition, removal, transport, and disposal of non-RACM structures at a County approved final disposal site. Does not include removal of concrete slab/foundation.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	21,900		
15.00-29.99 Miles	2,500		
30.00-44.99 Miles	300		
45.00 Miles or Greater	300		
4. Demolition, Removal, Transport, and Disposal of RACM Structures Work consists of the demolition, removal, transport, and disposal of RACM structures at a County approved final disposal site. Does not include removal of concrete slab/foundation.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	21,900		

15.00-29.99 Miles	2,500		
30.00-44.99 Miles	,		
45.00 Miles or Greater			
5. DMS Management, Operations, and	Estimated	¢ Dor Cubic	
Separation/Reduction	Quantity (CY)	\$ Per Cubic Yard	Total
Management Costs, including cost of site preparation, site			
management, acceptance, segregation/separation, staging, erosion control, and other required work that is not direct debris reduction work. This cost is based on anticipated incoming debris and must be separate from the cost of directly reducing eligible debris.	225,000		
Grinding (Vegetative Debris)	125,000		
Air Curtain Burning (Vegetative Debris)	25,000		
Controlled Burning (Vegetative Debris)	25,000		
Compacting (C&D Debris)	50,000		
6. Collection and transportation of processed (grinding)	Estimated	\$ Per Cubic	
vegetative debris from DMS to final disposal site. Assumes	Quantity	Yard	Total
a total of ~31,200 CY from ~75% reduction through grinding.	(CY)	1 0.1 0.	
0.00-14.99 Miles	27,000		
15.00-29.99 Miles	,		
30.00-44.99 Miles			
45.00 Miles or Greater			
7. Collection and transportation of processed (burning) vegetative debris from DMS to final disposal site. Assumes a total of ~2,550 CY from ~95% reduction through burning.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles			
45 00 00 00 Miles			
15.00-29.99 Miles	250		
30.00-44.99 Miles	50		
	50		
30.00-44.99 Miles 45.00 Miles or Greater 8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction	50	\$ Per Cubic Yard	Total
30.00-44.99 Miles 45.00 Miles or Greater 8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal	50 50 Estimated Quantity (CY)		Total
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.	50 50 Estimated Quantity (CY)		Total
30.00-44.99 Miles 45.00 Miles or Greater 8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles	50 50 Estimated Quantity (CY) 21,900 2,500		Total
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles	50 50 Estimated Quantity (CY) 21,900 2,500 300		Total
30.00-44.99 Miles  45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles 30.00-44.99 Miles 45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs  Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions	50 50 Estimated Quantity (CY) 21,900 2,500 300		Total
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles 30.00-44.99 Miles 45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	50 50 Estimated Quantity (CY) 21,900 2,500 300 300 Estimated Quantity (Tree)	Yard	
30.00-44.99 Miles  45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles  15.00-29.99 Miles  30.00-44.99 Miles  45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs  Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.  6.00"-12.99" Diameter	50 50 Estimated Quantity (CY) 21,900 2,500 300 300 Estimated Quantity (Tree)	Yard	
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles 30.00-44.99 Miles 45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	50 50 Estimated Quantity (CY) 21,900 2,500 300 300 Estimated Quantity (Tree)	Yard	
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles 30.00-44.99 Miles 45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.  6.00"-12.99" Diameter 13.00"-24.99" Diameter	50 50 Estimated Quantity (CY) 21,900 2,500 300 300 Estimated Quantity (Tree)  250 200 100	Yard	
30.00-44.99 Miles 45.00 Miles or Greater  8. Collection and transportation of processed (separated and compacted) C&D debris from DMS to final disposal site. Assumes a total of ~25,000 CY from ~50% reduction through compacting.  0.00-14.99 Miles 15.00-29.99 Miles 30.00-44.99 Miles 45.00 Miles or Greater  9. Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. 6.00"-12.99" Diameter 13.00"-24.99" Diameter	50 50 Estimated Quantity (CY) 21,900 2,500 300 300 Estimated Quantity (Tree)  250 200 100 50	Yard	

5-8 Limbs (2" or Greater at Break) Per Tree	e 1,000	

9 or Greater Limbs (2" or Greater at Break) Per Tree	500		
10. Removal of Hazardous Stumps  Work consists of removing eligible hazardous stumps from the ROW and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Price	Estimated Quantity (Stump)	\$ Per Stump	Total
includes the cost to fill the root-ball hole.  24.10"-36.99" Diameter	50		
37.00"-48.99" Diameter	25		
49.00" or Greater Diameter	10		
11. Sand, Silt, and Debris Removal from Detention/Retention Structures Works consists of collection of sand, silt, and debris from County detention/retention structures and transport to a County approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	21,900		
15.00-29.99 Miles	2,500		
30.00-44.99 Miles	300		
45.00 Miles or Greater	300		
12. Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a permitted and County-approved DMS, hazardous waste facility, or MSW Type I landfill.	Estimated Quantity (lb.)	\$ Per Pound (lb.)	Total
Household Hazardous Waste	20,000		
13. ROW White Goods Debris Removal Work consists of the collection of white goods from the ROW, removal of refrigerants, decontamination, and transportation to a County approved DMS, recycling facility, or final disposal site.	Estimated Quantity (Each)	\$ Per Each Unit	Total
AC units, refrigerators, and freezers requiring refrigerant recovery and decontamination	100		
Washers, dryers, stoves, ovens, and hot water heaters	100		
<b>14. Dead Animal Carcasses</b> Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity (lb.)	\$ Per Pound (lb.)	Total
Removal and Disposal of Animal Carcasses	2,500		
15. ROW Electronic Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves, unless otherwise specified in writing by the County.	Estimated Quantity (lb.)	\$ Per Pound (lb.)	Total
Electronic Waste	2,000		
Schedule Two – Pa	art One Total	\$	

Schedule Two – Part T	wo		
16. Storm Drain and Catch Basin Debris Removal Work consists of the removal of eligible debris from the County's maintained storm drains and catch basins and transport to a County approved DMS or final disposal site.	Estimated Quantity (Linear Feet)	\$ Per Linear Foot	Total
Cleaning and clearing of storm drain lines. Drain line diameter 0.00"-15.00"	1,000		
Cleaning and clearing of storm drain lines. Drain line diameter 15.01"-36.00"	1,000		
Cleaning and clearing of catch basins and inlets.	Estimated Quantity (Each)	\$ Per Catch Basin/Inlet	Total
4'x4'	50		
8'x8'	10		
10'x10'	5		
20'x20'	5		
12. Waterborne Debris Removal Work consists of the removal of eligible waterborne debris from County maintained canals and waterways and transport to a County approved DMS or final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
0.00-14.99 Miles	2,200		
15.00-29.99 Miles	250		
30.00-44.99 Miles	50		
45.00 Miles or Greater  10. Abandoned Vehicle or Derelict Vessel Removal	50		
Work consists of the removal and transport of eligible abandoned vehicles. For estimating purposes, Federal Highway Administration (FHWA) classifications are used for vehicles below. Transport distances between the removal locations and staging area(s) are expected to be under 15 miles.	Estimated Quantity (Each)	\$ Per Vehicle/Boat	Total
Class 1 – Motorcycles	5		
Class 2 – Passenger Cars	50		
Class 3 – Other Two-Axle, Four-Tire Single Unit Vehicles (e.g., pickups, panels, vans, campers, motor homes, ambulances, hearses, carryalls, and minibuses)	50		
Class 4 – Buses (e.g., school, transit, and other traditional buses serving as passenger-carrying vehicles)	1		
Class 6 to 12 – Tractor-Trailer	3		
Class A Boat (less 16 feet length overall)	5		
Class I Boat (16 to less than 26 feet length overall)	5		
Class II Boat (26 to less than 40 feet length overall)	1		
Class III Boat (40 to less than 65 feet length overall)	1		
Schedule Two – Pa	art Two Total	\$	
Schedule Two Total (Part One	e + Part Two)	\$	

## ATTACHMENT B - SECONDARY AND TERTIARY AWARD AGREEMENT

Secondary and Tertiary Service Providers serve in a backup Capacity only. In the event the Primary is unable to fully honor the terms and conditions of the contract, the Secondary Service Provider may be called. If the Secondary Service Provider is unable to honor the terms and conditions of the contract, the Tertiary Service Provider may be called. The Primary Service Provider is the first contact; however, the Secondary and Tertiary may be contacted concurrently and on a standby basis, namely during a catastrophic debris-generating event for which the County anticipates the use of the Secondary and/or Tertiary. The use of the Secondary or Tertiary must be requested by the County Debris Manager, or their designee, and approved, in writing, by Rockwall County's Procurement Coordinator (per the County's Financial Management Support Annex of the Emergency Operations Plan), or their designee. The County will reserve the right to simultaneously use the Primary, Secondary, and/or Tertiary Service Providers to help reduce risk to the community and allow for timely community recovery.

- In the event the Secondary or Tertiary Service Providers are called upon, they will offer the goods and services at the proposal prices, or better. Any attempt to increase the original proposal price may be cause to remove the Service Provider from the contract. This in no way negatively affects the status of the Primary Service Provider.
- 2) If the Secondary or Tertiary Service Provider represents themselves as the Primary Service Provider without written authorization from Rockwall County Procurement Coordinator, or their designee, the Secondary or Tertiary Service Provider may be removed from the contract. Would you, the Service Provider, be willing to accept a Secondary/Tertiary award based on the above?

	□ 1E2	□ NO	
Nam	е		
Cian	oturo		
Sign	ature		
Title			

## ATTACHMENT C - CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Service Provider] certifies, to the best of his or her knowledge that,

Service Provider company or legal entity responding to this RFP, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed below, and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Service Provider must review each regulatory requirement and sign below**.

## A. ACCESS TO RECORDS & RECORD RETENTION

Service Provider agrees to comply with 2 CFR 200.336 and provide Rockwall County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Service Provider(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Service Provider shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

## B. ACCESSIBILITY

Service Provider agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Service Provider must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

## C. BYRD ANTI-LOBBYING AGREEMENT

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

## D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)

Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

## E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT

If at any time during the contract term funding to contract exceeds \$150,000, Service Provider agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Service Provider agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.For any subcontractors under this contract receiving contracts in excess of \$150,000 Service Provider agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## F. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Service Provider agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non- Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

## G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### H. COST PLUS CONTRACTING PROHIBITED

Service Provider agrees to comply with the prohibition against cost- plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Service Provider agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

## I. DAVIS-BACON & RELATED ACTS

When applicable, Service Provider agrees to comply with the Davis-Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis-Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

## J.. DEBARMENT AND SUSPENSION

Service Provider affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

## K. DOMESTIC PREFERENCE FOR PROCUREMENTS

Service Provider agrees to comply with 2 CFR Section 200.322 Domestic preference for procurements which gives preference for purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## L. ENERGY EFFICIENCY

Service Provider agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### M. EQUAL EMPLOYMENT OPPORTUNITY

Service Provider agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). Service Provider agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

# N. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES

Service Provider agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities. Service Provider agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

## O. EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS

Service Provider agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Service Provider agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Service Provider agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices. Service Provider shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

## P. FAIR LABOR STANDARDS ACT

Service Provider agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Service Provider warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the

Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

## Q. FLOOD DISASTER PROTECTION ACT OF 1973

Service Provider agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

## R. HOLD HARMLESS AGREEMENT

Service Provider agrees to indemnify, defend, and hold harmless Rockwall County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Service Provider shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

# S. LEAD BASED PAINT

When applicable, Service Provider agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part

35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

#### Т. LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACT

Failure of the Service Provider to comply with any of the material provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may terminate the contract, and in addition, pursue any remedies available at law, in equity, or as otherwise specified in this Contract.

#### U. **NON-COLLUSION**

Service Provider agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Service Provider agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Service Provider or potential Service Provider to the amount of this contract opportunity or the terms or conditions of this contract opportunity. Paid or agreed to pay any other person, firm, corporation Service Provider or potential Service Provider any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the contract opportunity; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

### PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES ٧..

Service Provider agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs).

#### POTENTIAL CONFLICT OF INTEREST W.

In accordance with 2 CFR 200.112, Service Provider agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Service Provider agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Service Provider becomes aware of facts that require the statement to be filed.

#### X. **PREVAILING WAGES**

When applicable, Service Provider agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis-Bacon wages, as applicable. If both Texas prevailing wages and Davis-Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

### PROCUREMENT OF RECOVERED MATERIALS Y..

Service Provider agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any Contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

### Z. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

Service Provider agrees to comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

### PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES AA.

Service Provider agrees to comply with 2 CFR Section 200.216 Prohibition on certain telecommunications which applies to specific "Covered Telecommunications Equipment or Services.

### BB. **RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS**

Service Provider certifies by the submission of its Proposal that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.

Will not provide any product of a foreign country included on the USTR list.

### CC. **TERMINATION FOR CAUSE OR CONVENIENCE**

Rockwall County may at any time terminate the contract and Contractor's services and work for the public convenience.

entation

f requested by Rockwall County, Service Provider agrees to provide their policy and/or docunverifying compliance with each of the above listed regulatory requirements.
Printed Name and Title of Service Provider's Authorized Official
Signature of Service Provider's Authorized Official Date

## **CERTIFICATION**

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Contractor,	, certifies or affirms the truthfulness and accuracy of each statement of its
·	any. In addition, the Contractor understands and agrees that the provisions of 31 tive Remedies for False Claims and Statements, apply to this certification and
disclosure if any.	and remodeled to raise claims and claicing apply to also continuation and
Signature of Contractor's Auth	orized Official

Name and Title of Contractor's Authorized Official

Date

# ATTACHMENT D - EXCEPTIONS, DEFICIENCIES AND DEVIATIONS FORM

Instructions for completing section:

The Exceptions, Deficiencies and Deviations table shall be completed for ALL exceptions, deficiencies, and deviations from the requirements and/or provisions as identified in this RFP. Attach additional pages as needed. Unless specifically listed here, your response will be considered to be in FULL compliance with the Proposal, and that the Service Provider has agreed to all RFP requirements, even if a notation is referenced in an individual section. Respondent assumes the responsibility of identifying all exceptions, deficiencies, and deviations and if not identified, all requirements of the Proposal stipulated must be fulfilled at no additional expense to Rockwall County. Service Provider may provide an attachment that meets the required fields in the table below; however, the attachment must be referenced in the table by checking the appropriate box.

☐ Attachment Provided – RFP Response Title/Page Number:		
Section/Number/Label	Required Service You are Unable to Perform	Steps Taken to Meet Requirement
	are chaple to 1 chemi	

#### ATTACHMENT E - ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD QUESTIONNAIRE

To obtain proper information from Respondents, so Rockwall County may consider the safety records and environmental compliance of potential contractors prior to awarding bids on this contract, Rockwall County requires that Respondents answer the following four (4) questions and submit them with their proposals:

#### **QUESTION ONE**

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

## ☐ YES ☐ NO

If the Respondent has indicated Yes for question number One above, the Respondent must provide Rockwall County, with its Proposal, response, the following information with respect to each such citation.

- 1. Date of offense:
- 2. Location of establishment inspected;
- 3. Category of offense;
- 4. Final disposition of offense; and
- 5. Penalty assessed.

## **QUESTION TWO**

Has the Respondent, or the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, partnership, or institution, received citations for violations of environmental protection laws or regulations with the past five (5) years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ'S regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

#### ☐ YES ☐ NO

#### **QUESTION THREE**

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

#### □ YES □ NO

If the Respondent has indicated Yes for question number Three above, the Respondent must provide Rockwall County, with its Proposal response, the following information with respect to each such citation.

- 1. Date of offense:
- 2. Location of establishment inspected;
- 3. Category of offense:
- 4. Final disposition of offense; and
- 5. Penalty assessed.

#### QUESTION FOUR

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

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

	YES		NO
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If the Respondent has indicated Yes for question number Four above, the Respondent must provide Rockwall County, with its Proposal response, the following information with respect to each such citation.

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

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

Name	Title	
Signature		

# ATTACHMENT F – HUB CERTIFICATE/FORM FOR DISADVANTAGED BUSINESS ENTERPRISES FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Rockwall County's proposal process. Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County will recognize the certifications of both the State of Texas Comptroller of Public Accounts Statewide Procurement Division Historically Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Statewide Procurement Division **HUB Program** 

P.O. Box 13186 1711 San Jacinto Austin, TX 78711

512-463-5872 (office) 1-888—863-5881 (toll free) 512-936-2482 (fax) statewideHUBProgram@cpa.texas.gov

North Central Texas Regional Certification Agency

2261 Brookhollow Plaza Drive, Suite 300 Arlington, TX 76006

OR

If Respondent is already certified, attach a copy of your certification to this form and

817-640-0606 (office) 817-640-6315 (fax) mail@nctrca.org

return with Proposal.	, , , , , , , , , , , , , , , , , , ,
Company Name: _	
Representative:	
Address:	
County, State, Zip Code:	
Telephone Number:	Fax Number: _
Email:	
Indicate all that apply:	
☐ Minority-Owned Business Enterprise	
☐ Women-Owned Business Enterprise	
☐ Disadvantaged Business Enterprise	

## ATTACHMENT G - CONFLICT OF INTEREST QUESTIONNAIRE

# INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79<sup>th</sup> Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the *public disclosure of certain information concerning persons doing business or seeking to do business with the County of Rockwall, including family, business, and financial relationships such persons may have with Rockwall County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.* 

Chapter 176 defines a "vendor" as any person who enters or seeks to enter a contract with the County. The term also includes an agent of a vendor.

Local Government Officer means a member of the governing body of a local government entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local government entity; an agent of a local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Family member means a person related to another person within the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code.

Family relationship means a relationship between a person and another person within the third degree by consanguinity or the second by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

The law applies to any written contract for the sale or purchase of real property, goods, or services. A contract for services would include one for skilled or unskilled labor, or for professional services.

A vendor is required to file a conflict-of-interest questionnaire if the vendor has a business relationship with the County and has:

- 1) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- 2) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

- 1) the date the vendor begins discussions or negotiations to enter into a contract with the County or submits an application or response to a bid proposal; or
- 2) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

Enclosed is a Conflict-of-Interest Questionnaire for vendor or other person doing business with local government entity.

Completed questionnaire forms are to be directed to the County Auditor's office at the address shown below.

Allana Mitchell,
First Assistant
Rockwall
County
1111 E Yellow Jacket Ln Suite 202
Rockwall, Texas 75087

For a copy of forms CIQ and CIS, visit:

https://www.ethics.state.tx.us/forms/conflict/

## The forms can also be found as part of this attachment.

The vendor acknowledges by doing business or seeking to do business with Rockwall County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Rockwall County who does not comply with this practice may risk award consideration of any County contract. The following County employees/officers will be involved in the processing, planning, recommending, selecting, and contracting for the attached procurement:

## Employees:

Pat NeSmith – Road and Bridge Administrator
Jarod Rosson - Emergency Management Coordinator
Matthew Hitt – Deputy Emergency Management Coordinator
Lloyd Blaine – Emergency Management Specialist
Lisa Constant-Wylie – County Auditor
Allana Mitchell – First Assistant to the Auditor

## County Commissioners:

David Sweet - Judge

Cliff Sevier - Commissioner Precinct 1

Lee Gilbert - Commissioner Precinct 2

Dennis Bailey - Commissioner Precinct 3

Janet Nichol - Commissioner Precinct 4

## **ATTACHMENT H-W-9**

Submit a completed W-9.

## **ATTACHMENT I - SUBCONTRACTOR LISTING FORM**

**Subcontractor #1:** 

Description of Work Performed:

Contractor must provide information below for any potential subcontractors or subconsultants, professionals, suppliers, and vendors used in connection with the services. The County reserves the right to reject proposed subcontractors or subconsultants on any reasonable basis. Rockwall County must approve the actual subcontractors prior to their use (add additional pages if necessary):

Company Name:	Industry:		
DUNS #:	Name of Principal:		
Approximate Contract Value \$	Start/End of Contract		
Certified HUB/MWBE: ☐ Yes ☐ No	Certified Section 3: ☐ Yes ☐ No		
Description of Work Performed:			
Subcontractor #2:			
Company Name:	Industry:		
DUNS #:	Name of Principal:		
Approximate Contract Value \$	Start/End of Contract		
Certified HUB/MWBE: ☐ Yes ☐ No	Certified Section 3: ☐ Yes ☐ No		
Description of Work Performed:			
Subcontractor #3:			
Company Name:	Industry:		
DUNS #:	Name of Principal:		
Approximate Contract Value \$	Start/End of Contract		
Certified HUB/MWBE: ☐ Yes ☐ No	Certified Section 3: ☐ Yes ☐ No		

the required information changes throughout the County for approval.	e term of the contract, Contractor must submit a revision to the
☐ I will not be subcontracting any portion of my own resources.	the contract and will be fulfilling the entire contract with
Signature of Contractor	-
Name	_

Contractor shall be responsible for ensuring any Subcontractors used are properly licensed, insured, and authorized to work under government contracts by checking state, local, and federal debarment lists and shall obtain and submit licenses for any subcontractors if the work being performed requires licensing in accordance with state or federal law. A final Subcontractor Listing Form will be required prior to contract award. If any of

## ATTACHMENT J - LETTER OF GUARANTEE (PROOF OF BONDING CAPACITY) \$20,000,000

Submit proof of this coverage from your Surety on their letterhead. A certified letter verifying the continuing proof of bonding Capacity will be requested at each renewal, following contract award. The Service Provider must submit continuing proof of bonding Capacity within ten (10) days of the County's request.

At the time services are required, the awarded Service Provider will receive a written Notice to Proceed. Within seven (7) days of the Notice to Proceed, unless otherwise authorized in writing by the County, the Service Provider shall furnish Payment and Performance Bonds in the amount equal to one hundred percent (100%) of the purchase order total.

#### ATTACHMENT K - CERTIFICATION REGARDING DEBARMENT

## **Certification Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature	
Printed Name:	Title:
Date:	_Telephone Number:

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

_	SWORN statement is submitted with bid/project number:	
Ву:		
_,.	(PRINT INDIVIDUALS NAME AND TITLE)	
For:		
	(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)	
With a	a business address of:	
Addre	ess	
Addre	ess	
Count	ity, State, Zip Code	
Telepl	phone Number	
If appl	olicable its Federal Employee Identification Number (FEIN) is:	
(INDIC	CATE WHICH STATEMENTS APPLY)	
sharel	either the entity submitting this SWORN statement, nor any of its officers, directors, executives, pareholders, employees, members, or agents who are active in the management of the entity, note of the entity has been charged with and convicted of a public entity crime.	
sharel	ne entity submitting this SWORN statement, or one or more of its officers, directors, executives, particles, employees, members, or agents who are active in the management of the entity, or an affinity HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.	
	ne entity submitting this SWORN statement is not present on any Federal list of debarred contractor debarred from any other type of contracting.	s, nor
Signat	ature	
Printe	ed Name:Title:	
Date:_	Telephone Number:	
SWOF	RN TO AND SUBSCRIBE BEFORE ME THISday of, 20	

Notary Public in and for County

## ATTACHMENT L - CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Chapter 2252 of the Texas Government Code states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

## The Filing Process:

- 1. Prior to award by Rockwall County, your firm will be required to log in to the Texas Ethics Commission <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a> and fill out the Electronic Filing Application.
- 2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate number". Your firm must <u>print, sign and notarize</u> Form 1295.
- 3. Within ten (10) business days from notification of pending award by Rockwall County, the completed Form 1295 must be submitted.
- 4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modifications and/or amendments to a Rockwall County contract.

Instructions and information are available at <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a> or you may call The Texas Ethics Commission

#### ATTACHMENT M - COMPLIANCE WITH FEDERAL AND STATE LAWS

#### **CERTIFICATION OF ELIGIBILITY**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify Rockwall County Auditor's Office. Failure to do may result in terminating this contract for default.

#### **DISCLOSURE OF INTERESTED PARTIES**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with H.B. 1295, Government Code 2252.908. Bidder/proposer agrees to provide Rockwall County Auditors Office, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract. Visit <a href="https://www.ethics.state.tx.us/whatsnew/elf-info-form1295.htm">https://www.ethics.state.tx.us/whatsnew/elf-info-form1295.htm</a> for more information.

#### HB 89 & SB 252

By submitting a bid or proposal in response to this solicitation, the bidder/proposer verifies that the company represented does not and will not for the term of the contract boycott Israel (this statement is exempt for sole proprietorship vendors, vendors that have less than 10 full time employees, and contracts that are under \$100,000 of public funds) or conduct business with Iran, Sudan, or any known terrorist organization.

**Authorized Signature** 

**Printed Name** 

Company Name

## **EXHIBIT 1 – FEMA 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:

#### [(Stump Diameter<sup>2</sup> x 0.7854) x Stump Length] + [(Root Ball Diameter<sup>2</sup> x 0.7854) x 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	Debris Volume	Stump Diameter	Debris Volume
(Inches)	(Cubic Yards)	(Inches)	(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 44	13.3	83 84	49.4
45	13.9 14.5	04	50.6

## **ATTACHMENT N – AFFIDAVIT**

## STATE OF TEXAS ROCKWALL COUNTY AFFIDAVIT

The undersigned certifies that the RFP prices contained in this RFP have been carefully checked and are submitted as correct and final and if RFP is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A N day personally appearedduly sworn, upon oath did depose and say; Th,	, wl nat the foregoing RFP submitted by	ho, after having first been
company and that the person signing said pr affirms that they are duly authorized to execut individual has not prepared this RFP in collusi trust, pool, or combination to control the price or not to RFP thereon. I further affirm that the time hereafter, any economic opportunity, futu service to a public servant in connection with or conditions of said RFP have not been com any other person engaged in this type of busin	coposal has been duly authorized to exe this contract, that this company, corporon with any other Proposer. The Proposof products or services RFP on, or to in Proposer has not given, offered to give employment, gift, loan, gratuity, spectified submitted RFP. The contents of the municated by the undersigned nor by	secute the same. Proposed oration, firm, partnership of ser is not a member of any fluence any person to RFF, nor intends to give, at any cial discounts, trip, favor, or ins RFP as to prices, terms any employee or agent to
Name and Address of Proposer:		
Telephone number	_Fax number	
Signature		
Printed Name:	_Title:	
SWORN TO AND SUBSCRIBE BEFORE ME	THISday of	_, 2022

Notary Public in and for County, State