



**SANDY HILL, COUNTY AUDITOR
VAN ZANDT COUNTY | AUDITOR'S OFFICE
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RFP: 24-10

Contract for Disaster Vegetative Debris Removal, Reduction, and Disposal Services

Return deadline is no later than: December 2, 2024 | 2:00 p.m.

Vendor Name: _____

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RFP Instructions / Requirements

Submission of Proposal: Complete documents shall be sealed and **marked** RFP 24-10 "Contract for Disaster Vegetative Debris Removal, Reduction, Disposal Services". Submission deadline, **2:00 p.m., December 2, 2024**.

Van Zandt County Auditor's Office
Sandy Hill, County Auditor
121 E. Dallas St, Room 102
Canton, Texas 75103

1. Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager, or elected official of Van Zandt County concerning this Proposal / proposal except for questions concerning the proposal by Respondents directed through Van Zandt County Auditor by email sandy@vanzandtcounty.org. Failure to comply with this guideline could result in disqualification from the proposal process.
2. **All proposals must be sealed** when returned to Van Zandt County.
3. The proposal must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Van Zandt County Auditor, 121 E. Dallas St., Room 102, Canton, Texas 75103 by the closing date and time specified. A facsimile transmission or electronic submission is **not** an acceptable response to this proposal.
4. All questions / checklists / blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your proposal may result in rejection / disqualification.
5. PROPOSALS WILL BE received and publicly acknowledged at the Van Zandt County Auditor's Office located at the address listed above on **2:00 p.m. | December 2, 2024**. Vendors, their representatives and interested persons may be present.
6. **It is the proposer's sole responsibility to print and review all pages of the proposed document, attachments, questions and their answers, addenda and special notices. The Proposal Signature Form, Certification of eligibility and contract must be signed and returned. Failure to provide signatures on these forms could render proposal non-responsive.**
7. **All documents relating to this proposal including but not limited to, the proposal document, questions, and their responses, addenda and special notices will be posted under the Proposal number on the Van Zandt County Auditor website and available for download by Proposers and other interested parties. It is the Proposer's/Respondent's sole responsibility to review this site and retrieve all related documents prior to the Proposal due date.**
8. Any Proposal received after the date and/or hour set for Proposal opening will not be accepted. Proposer will be notified and will advise Van Zandt County Auditor as to the disposition of the Proposal, either by pick up, return at Proposer's expense, or destroyed with written authorization by Proposer. If Proposals / proposals are sent by mail to the Auditor, the Proposer shall be responsible for actual delivery of the Proposal to the Auditor before the advertised date and hour for opening of Proposals. If mail is delayed either in the postal service or in the internal mail system of Van Zandt County beyond the date and hour set for the Proposal opening, Proposals thus delayed will not be considered and will be disposed of as authorized.

9. Accuracy for all mathematical and number entries is the sole responsibility of the Proposer. Van Zandt County will not be responsible for errors made by the Proposer.

10. Project Timetable:

- a. The project timetable set out herein represents the best estimate of schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.
- b. Proposals must be received no later than 2:00 p.m. Central Standard Time (CT) on December 2, 2024 (“Response Due Date”) at the location specified.

Release RFP 24-10	Sunday, November 17, 2024
Deadline for Submission of Proposals	Monday, 2:00 p.m. December 2, 2024

Standard Terms and Conditions

Proposals are solicited for ‘Contract for Disaster Vegetative Debris Removal, Reduction, Disposal Services. **By returning this proposal with price(s) quoted and forms executed, Respondent’s certify and agree to the following:**

- 1. Alternate Proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Van Zandt County, Texas, Auditor a request for clarification. Such requests must be received a minimum of five (5) business days prior to scheduled opening date.
- 2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Van Zandt County of the Proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County’s option and without prejudice to any other remedy to which Van Zandt County may be entitled by law or in equity, or elsewhere under this Proposal or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Van Zandt County shall not pay for work, equipment, services, or supplies which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
- 3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Proposal. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
- 4. The Respondent shall affirmatively demonstrate Respondent’s qualifications by meeting or exceeding the following minimum requirements:
 - a) Have adequate financial resources, or the ability to obtain such resources as required.
 - b) Be able to comply with any required or proposed delivery schedule.
 - c) Have a satisfactory record of performance.
 - d) Have a satisfactory record of integrity and ethics.
 - e) Be otherwise qualified and eligible to receive the award.
- 5. Invoices and statements shall be sent to the Van Zandt County Treasurer, 121 E. Dallas St., Room 101, Canton, TX 75103. Payments are processed after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications.

Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Van Zandt County, Texas, acting as a body may enter into any type of agreement or contract on behalf of Van Zandt County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Van Zandt County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees, from and against all suits, actions, or claims of the character, name, and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinance of the appropriate city, Van Zandt County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Van Zandt County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State for performance of the work.
11. The Respondent shall not sell, assign, transfer, or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Van Zandt County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Van Zandt County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal laws.
14. Funding Clause – Payments required to be made by Van Zandt County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Van Zandt County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Van Zandt County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the Auditor. Thereupon, Van Zandt County will be released from its obligation and make further payments.
15. Van Zandt County is exempt from federal excise and sales taxes, ad valorem taxes, and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Van Zandt County will not pay additional taxes, surcharges or other fees not included in Proposal prices.

16. Van Zandt County expressly reserves the right to accept or reject in part or in whole, any Proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Van Zandt County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Auditor and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the Proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Van Zandt County reserves the right to terminate an agreement / contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Van Zandt County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Van Zandt County shall not be liable for loss or reduction of any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Van Zandt County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers, and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Van Zandt County shall support, encourage, and implement steps toward our common goal of establishing equal opportunity for all citizens of Van Zandt County.
24. Respondents must agree to provide the following information as part of this Proposal:
 - Form of business (if corporation, limited partnership, or limited liability company, indicate the state of creation)
 - Name of contact person (single point of contact with the Respondent)
 - List of all criminal charges, civil lawsuits, or dispute resolutions to which Respondent is a part in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.

- List of all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection of award of the Proposal / proposal.
25. Van Zandt County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within ten (10) business days after approval of the selection by the Van Zandt County Commissioners Court. Van Zandt County reserves the right to award multiple contracts as necessary and in the best interest of the County.
 26. Van Zandt County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
 27. Costs of preparation of a response to this request for Proposals are solely those of the Respondent. Van Zandt County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Van Zandt County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
 28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Van Zandt County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
 29. Proposer understands and agrees that in returning a response to this Proposal that it is neither an “offer” nor an “acceptance” until such time a formal contract is authorized /awarded by the Van Zandt County Commissioners Court; if any.
 30. Proposals must be submitted on the forms provided. Proposals will not be considered if submitted by telephone, facsimile, email, or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
 31. Gratuities – Van Zandt County may, by written notice to the Proposer, cancel this contract without liability to Proposer if it is determined by Van Zandt County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of Van Zandt County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Van Zandt County pursuant to this provision, Van Zandt County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.
 32. Termination – The performance of work under this order may be terminated in whole or in part by the Proposer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Proposer of a “Notice of Termination” specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Proposer.
 33. Force Majeure – If, by reason of Force Majeure; either party hereto shall be rendered unable to wholly or in part to carry out its obligations under this Agreement then such party shall give sixty (60) day notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter

provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party have the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation – No right or interest in this contract shall be assigned or delegation of any obligation made by Proposer without the written permission of the Proposer. Any attempted assignment or delegation by Proposer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
36. Modification – Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Laws – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising – Proposer shall not advertise or publish, without Proposer’s prior consent, the fact that Proposer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance – Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue – Both parties agree that venue for any litigation arising from this contract shall be in Van Zandt County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee, and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor’s Proposal, including specifications shall remain valid for a minimum of sixty (60) calendar days form the Proposal due date.
43. All documents submitted as part of the vendor’s offering will be deemed confidential during the evaluation process.

44. Subcontracting – The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate pricing from multiple subcontractors.
45. Investigation of Conditions – Before submitting a Proposal, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award – Van Zandt County reserves the right to reject any and all Proposals and to waive any minor informality or irregularity in a proposer’s response if deemed in the best interest of the County. Award of contract (if any) resulting from this Proposal will be made only by written authorization from Van Zandt County Commissioners Court.
47. Conflict of Interest – No public official shall have interest in this contract except in accordance with Vernon’s Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics – The vendor and/or vendor’s representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Van Zandt County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All hardware of any other item offered in this Proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions – Whenever an article or material is defined or used in the Proposal, specifications, by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term “or equal” if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum – Any interpretations, corrections, or changes to this Proposal and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners Court of Van Zandt County, Texas. Addendum will be mailed, emailed, posted on the Van Zandt County Auditor’s website, or faxed to all that are known to have received a copy of the Proposal. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
53. Patents / Copyrights – The successful vendor agrees to protect Van Zandt County from claims involving infringements of patents and/or copyrights.
54. Auditor as Contract Administrator – The Auditor will serve as sole liaison between the Van Zandt County Commissioners Court and affected Van Zandt County Departments and the successful vendor. Unless directly outlined in this specification the vendor shall consider no one but the Auditor authorized to communicate, by any means, information or suggestions regarding or resembling this Proposal throughout the proposal process. The Auditor has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
- a) Name and address of successful vendor;
 - b) Name and address of receiving department and/or location;
 - c) Van Zandt County Purchase Order number; and
 - d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address / location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment / Good / Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty – Successful vendor shall warrant that all equipment / goods / services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.
60. Remedies – The successful vendor and Van Zandt County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. Silence of Specification – The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices may prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Auditor and approved by the County *before* work commences.**
63. Standard Insurance Policies Required:
- a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Worker's Compensation Policy

General Requirements applicable to all policies:

- a) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c) "Claims Made" policies will not be accepted.
- d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Van Zandt County.
- e) All insurance policies shall be furnished to Van Zandt County upon request.

Commercial General Liability

- a) General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage with Van Zandt County named as an additional insured.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a) General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b) Minimum Combined Single Limit of \$600,000 per occurrence for bodily injury and property damage.

64. Workers Compensation Insurance – Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used. The worker's compensation insurance shall include the following terms:

- a) Employer's Liability limits of \$500,000 for each accident is required.
- b) "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.1(c) (7) of the Texas Administrative Code, the Proposal / Proposal specifications, this agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

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

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

Persons providing services on the project (“subcontractors” in section 406.096 of the Texas Labor Code) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the projects. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. “Services” does NOT include activities unrelated to the project, such as food / beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all persons; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 3. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

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

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a) The company is licensed and admitted to do business in the State of Texas.
- b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to Van Zandt County.
- e) Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

PROPOSAL SPECIFICATIONS AND SCOPE OF WORK

TERMS AND DEFINITIONS

- A. 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. *Contract* – The Agreement Documents specifically identified and incorporated herein by reference in Attachment 2, Sample Contract.
 7. *Contract Time* – The period of time stated in this Agreement for the completion of the Work.
 8. *County* – Van Zandt County, Texas, a political subdivision of the State of Texas.
 9. *County Debris Manager* – The County will designate a Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
 10. *County Approved Final Disposal Site* – A final disposal location, determined by the vendor, and to be approved in writing by the County.
 11. *Debris* – See *Vegetative Debris*
 12. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
 13. *Debris Management Site (DMS)* – A location, selected by the vendor, to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
 14. *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. There will be a separate vendor for monitoring and one for removal.
 15. *Debris Removal* – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
 16. *Debris Removal Contractor* – Also referred to as the “Service Provider” in this document, conducts debris removal operations per the terms of the contract. Term includes primary contractor(s), subcontractors and individual crews.
 17. *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 sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. *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.
19. *Department* – The Director or designee of requesting department(s) named in this solicitation.
20. *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.
21. *Drawings* - Collectively, all the drawings, receipt of which is acknowledged by the COUNTY, listed in this Agreement, and also 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 thereon.
22. *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 Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 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 the course of a debris removal project.
23. *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
24. *Field Inspector* – Monitor. (See definition 36)
25. *Force Account Labor* – Labor performed by the applicant’s permanent, full time or temporary employees.
26. *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.
27. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 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.

28. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet (2) from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than 30 degrees.
29. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The stump has 50 percent or more of the root-ball exposed.
 - The stump is greater than 24 inches in diameter when measured 24 inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
30. *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.
31. *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 are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
32. *Mutual Aid Agreement* – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
33. *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.
34. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
35. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
36. *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.
37. *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.

38. *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.
39. *Service Provider* – The party or parties contracting directly with the County to perform Work pursuant to this Agreement.
40. *Specifications* – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
41. *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.
42. *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.
43. *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).
44. *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.
45. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
46. *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.
47. *Vegetative Debris* – As outlined in FEMA Publication 325, 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 the major disaster.
48. *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.

II. 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
DFTL.....	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 Commission on Environmental Quality
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
PDA..... Preliminary Damage Assessment
PNP..... Private Nonprofit
PPDR..... Private Property Debris Removal
PPE Personal Protective Equipment
PW..... Project Worksheet
RACM..... Regulated Asbestos Containing Material
RCRA..... Resource Conservation and Recovery Act
RFB Request for Proposal
RFP Request for Proposals
ROE..... Right-of-Entry
ROW Right-of-Way
RRC..... Rapid Response Crew
SHPO State Historic Preservation Officer
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

III. PROPOSAL FORMAT.

- A. Proposals must be submitted on 8-1/2" x 11" size paper and should be typed using a minimum 10 point standard font with sections and sub-sections identified appropriately. Graphic illustrations (including organizational charts and maps) may be shown on 11" x 17" paper provided it is folded to 8-1/2" x 11" and will count as one (1) page. Required submittals (a-i), résumés, contribution to local economy information and project references, however, will not be included in the page count. Proposal narratives do not have a page limit restriction. An appendix may be provided that includes résumés and examples of relevant work experience. The Proposal narrative and appendices should be bound together in a single submittal. **One (1) original of the Proposal and a PDF digital copy, on a flash drive.**
- B. 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 (10) sections shall be named:
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 of 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 (2) 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. **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.
 - e. **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 five (5) 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 five (5) years.
 - f. **License Sanctions:** List any regulatory or license agency sanctions. State if there are no license sanctions against the Service Provider.
 - g. **Acknowledgment of Addenda:** Include a signed and dated copy of last addendum issued by the County, if any.

- h. **Past Performance:** Service Provider(s) should list and provide required information from all debris removal projects in excess of 350,000 cubic yards within the past ten (10) years. Failure to list and provide the required information from any project the Service Provider has managed in excess of 350,000 cubic yards within the past ten (10) 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, fax 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
City, State (Van Zandt County)	MM/YY to MM/YY	800,000	\$7,590,000	\$7,590,000	Name Title Phone Number Fax Number E-mail Address	

- i. **Other Contractual Obligations:** Include a list of other contractual obligations at the time of response submittal to Van Zandt County.
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 should also outline the following:
- a. Ability to manage activation of multiple contracts
 - b. Mobilization and demobilization plan
 - c. Documenting and resolving damages
 - d. Invoicing and data management
3. **Personnel:** A list of personnel assigned to the County in the event of contract activation. Information should be presented in the form of a table. The list should include but is not limited to:
- Contact persons, including telephone numbers and e-mail address
 - Project manager – must have five (5) years of experience
 - Operations manager – must have three (3) years of experience
 - 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. Van Zandt 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 Plan and Operational Plan:** Provide a description of the firm’s typical DMS safety 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. Van Zandt County also reserves the right to request changes to the Service Provider r(s) site safety plan or operational plan.
6. **Subcontracting Plan:** A subcontracting plan that includes items such as a description of percentage of work to be subcontracted and a list of subcontractors.
7. **Licenses and Certificates:** List any licenses or certifications related to the scope or work described in this RFP. State if the Service Provider does not have any related or applicable licenses or certifications.
8. **Insurance Requirements:** Service Provider must meet the insurance requirements set forth in the Special Conditions – Insurance Requirements section of the RFP.
9. **Price Proposal:** Respondent shall submit a Complete Price Book detailing services and prices and the Price Proposal forms included in this RFP. 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. **Response Submission:** Proposals should be submitted with the information placed in the following order and divided into sections with all pages numbered consecutively:

Required Forms.

- a. Signature Form, with signature.
- b. Addendum Signature Form(s) with signature (if applicable).
- c. Compliance with Federal and State Laws Form with signature.
 - Sam Certification
 - Conflict of Interest Questionnaire (Form CIQ)
 - Disclosure of Lobbying Activities
- d. References.
- e. Deficiencies and Deviation Form.
- f. Acknowledgment of Addenda, if any
- g. HUB Certificate/Form for Disadvantaged Business Enterprises and HUB Certificate (if applicable). Please write “NA” on the form if it is not applicable.

IV. EVALUATION METHOD.

- A. Proposals will be evaluated and scored by the Proposal Evaluation Committee based on the scoring criteria as outlined in this document.
- B. There will be no bias in terms of a solution and/or a solution framework so as 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 consultants.
- C. 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.

V. EVALUATION CRITERIA.

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

CRITERIA	MAXIMUM POINTS
<p>EXPERIENCE AND PAST PERFORMANCE</p> <ul style="list-style-type: none"> • Experience of the firm/individual’s, credentials and training • List and description of similar services and how they relate to the County’s needs, past performance and demonstrated experience 	20
<p>DEMONSTRATED ABILITY TO PERFORM THE REQUIRED WORK</p> <ul style="list-style-type: none"> • Understanding of the scope of the project; approach to the project • Contract Litigation • Include references and appropriateness of fleet • Include potential subcontractor information 	20
<p>PRICE PROPOSAL</p> <ul style="list-style-type: none"> • Pricing for all 4 precincts is preferred 	30
<p>SAFETY RECORD</p>	20
<p>OTHER CONTRACTUAL OBLIGATIONS</p> <ul style="list-style-type: none"> • Resource availability, including all resources • Number of Contracts in place within 14 County (East Texas Council of Governments Region) (Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt, Wood) 	10

VI. BACKGROUND.

A. Van Zandt County, Texas is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the County in order to eliminate immediate threat to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public property and that which is considered essential to ensure economic recovery of the affected community. Respondents shall provide disaster recovery technical program management assistance to County officials. Work under this proposal will be utilized on an “as needed” basis or when notice to proceed is given to the successful proposer(s). Van Zandt County has a Debris Management Plan included in Annex K, Public Works & Engineering of our Emergency Operations Plan.

Van Zandt County does not have any identified debris management sites at this time.

- B. The Respondent shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agency, 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.
- C. Primary, secondary, and alternate Service Providers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes.

VII. TERM OF AGREEMENT.

- A. The contract will be a twelve (12) month contract utilized on an “as needed basis” with the option to be renewed for two (2) additional twelve-month periods if mutually agreed upon by both parties, within budgetary limitations, and at the same terms and conditions. **Pricing must remain firm for the entire contract.**

VIII. ANNUAL COORDINATION MEETING.

- A. The successful Respondent(s) **may** be required to attend an annual coordination meeting with the County at no additional cost to the County.

IX. DESCRIPTION OF DESIGNATED AREAS.

- A. The designated area for debris removal (the County right-of-way) is comprised of the unincorporated areas of Van Zandt County and includes public property and Right- of-Way (ROW), and County debris staging areas within the County and *may* include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Service Provider to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.
- B. The County Debris Manager will authorize and approve which services the Service Provider shall provide from the scope of services and which zones/areas must be prioritized.
- 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 (1) designated work area to another designated work area without prior approval from the County or its authorized representative. 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. 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 and 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 meet local, state and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Service Provider must furnish an invoice in hard copy and electronic format matching scale/weight 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, verify quantities and review operations at any time.

X. DEBRIS MANAGEMENT SITES.

- A. The Service Provider is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The proposed DMS must be approved by the County. 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, permitting 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 Proposal for site management and reduction of debris.
- B. 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:
 - Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
 - Ensuring only Service Provider vehicles and others specifically authorized by the County will be allowed to use the DMS.
 - Providing DMS utilities which include but are not limited to water, lighting, and portable toilets.
 - Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
 - 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.
 - 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.
 - Providing 24-hour site security for each DMS.
 - 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.

- C. 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 agency, and other reimbursement and regulatory governmental agencies.
- D. 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 intended use; new sod or seeding must meet standards for intended use.

XI. STATEMENT OF WORK.

- A. 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 any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Service Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, 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 the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 17. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to County approved DMS(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 FEMA Publication 325 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 any and 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.

- B. County personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The County intends to perform debris clearance for access within its own forces or under existing contracts between the County and local firms. 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.
- C. After activation of the contract and after a preliminary damage assessment, the 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:
- Last pass of the removal of public vegetative debris
- D. 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.
- E. Scope of services under this contract includes, but is not limited to:

1. Emergency Road Clearance

At the request of the County this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to 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 governmental 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 Proposal Price Form – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

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

- a. For the purposes of this contract, vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of vegetative debris existing in the County 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 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. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) 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 is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. 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.
- f. 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.
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but 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 13. (See page 39)

- j. The Service Provider is responsible for providing 24-hour DMS(s) security.
- k. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. The Service Provider shall provide 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 at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Item P, page 47, Debris Site Tower Specifications).

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the physical features of the site to its 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 intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

4. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of disaster related debris. ACI reduction must be approved by the County Debris Manager, Texas Forest Services, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and TCEQ. The Service Provider shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. The Service Provider is responsible for operating the DMS(s) in accordance with OSHA, EPA and TCEQ guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. 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.
- f. 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.
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but 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 providing 24-hour DMS(s) security and fire tender.
- j. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).
- k. The Service Provider shall provide 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 at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Item P, page 46, Debris Site Tower Specifications).
- l. The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the site to its 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 intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will aProposale by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

5. **DMS(s) Management, Operations and Reduction Through Controlled Open Burning**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of disaster related debris. Controlled open air burning must be approved by the County Debris Manager, County Fire Marshal, Texas Forest Service, TCEQ and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA 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 is responsible for operating the DMS(s) in accordance with OSHA, EPA and TCEQ guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. 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.
- f. 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.
- g. The Service Provider is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- h. The Service Provider is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but 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 providing 24-hour DMS(s) security and fire tender.
- j. The Service Provider will only permit Service Provider vehicles and others specifically authorized by the County or its authorized representative on site(s).
- k. The Service Provider shall provide 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 at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Item P, page 46, Debris Site Tower Specifications).
- l. The Service Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on DMS operations.

Upon completion of haul-out activities, the Service Provider will be responsible for remediating the site to its 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 intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original

condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

6. 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 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.

7. 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 scope of services, item 2, under the terms, conditions and procedure described in "ROW 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 cut work. 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 identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Service Provider, in writing, by the County Debris Manager. In order 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 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 identified 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. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of 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.

8. 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. 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 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 Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of 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 identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Service Provider, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - 1) Fifty percent (50%) 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.
- b. 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 scope of services item 2. Stumps with less than 50 percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e., tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).
- c. The County or its authorized representative will measure and certify all eligible stumps prior to removal.

XII. TECHNICAL SPECIFICATIONS.

- A. Notice to Proceed. The County shall issue official written notice to proceed for 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.
- B. Changes in Statement of Work. The County Emergency Management Coordinator or Deputy Emergency Management Coordinator may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.
- C. Indemnity. The successful contractor shall defend, indemnify and save harmless Van Zandt 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 contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from RFP award. Successful Respondent shall pay any judgment with cost which may be obtained against Van Zandt County and participating entities growing out of such injury or damages.
- D. 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 Respondent certifies by submission of its proposal that it will make a good faith effort to maintain a drug-free jobsite.
- E. Mobilization. Within eighteen (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 in planning for the 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 eighteen (18) hours after the all 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 thirty-six (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 Administrator. As part of the Service Provider's mobilization effort the Service Provider(s) shall provide an on-site office trailer for the duration of the project or as directed by the County. Please list Mobilization charges under item 66 of Proposal Price Form.
- F. 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 insure 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 assigned to the project for the duration of this contract.
- G. 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 not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Service Provider(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

H. Equipment:

1. All trucks and other equipment must be 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.
2. 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. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Service Provider(s).
3. Debris shall be reasonably compacted into the hauling vehicle. 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.
4. 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.
5. 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.
6. 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 (50%) deduction for lack of compaction.

- I. 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. 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 work place 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 scope of services.

- J. 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.
- K. 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.
- L. Time of Completion. The services shall commence upon written notice to proceed from the County Administrator or his 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.
- M. Liquidated Damages. Should the Service Provider fail to complete requirements set forth in this statement 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:
1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. The Service Provider shall pay the County, as liquidated damages, \$100.00 per incident where the Service Provider fails provide sufficient documentation to the County to support FEMA 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.

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

forth in the scope of work.

- N. Damages. The Service Provider(s) shall repair any damages caused by the Service Provider's equipment in a timely manner at no expense to the County. If there is 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 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.

- O. Existing Utilities:

1. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Service Provider's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Service Provider(s) shall pay all such costs to the utility company for any adjustments.
2. The County may choose either 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).

- P. Debris Site Tower Specifications:

1. The Service Provider(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are 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 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. 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 scope of services items 6, 7 and 8.
2. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

- Q. Facilities at DMS Locations: The Service Provider(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to 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 scope of services items 6, 7 and 8.

- R. 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.
- S. Environmental Protection:
1. Any and all fluids or chemicals (work-related materials such as oil-dri, 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.
 2. Service Provider(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain 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.
 - a. 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.
 - b. The Service Provider(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
 - c. 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.
 - d. 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 of the cleanup.
- T. Documentation and Measurement:
1. The Service Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
 2. 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.
 3. The Service Provider(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
 4. Load tickets will be **required** by the County or its authorized representative for recording

volumes of debris removal. Unit rate tickets will be required by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.

- Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- 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 or work was 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.
- 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 (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Service Provider.
- 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.
- The Service Provider(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

U. Payment:

1. 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.
2. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) or PDF format of the invoice detail. Electronic invoices should be sent via e-mail to kedwards@vanzandtcounty.org 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 (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

3. A 10 percent (10%) 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 final reconciliation is complete and the Service Provider(s) submits an Affidavit of Payment of Subcontractors, Materialmen, Etc. including all release waivers described in section 6 below. Portions of the retainage may be held by the County to repair damages caused by the Service Provider(s) to public or private property.
4. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices Proposal for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
5. 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 final retainage release.
6. 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.
7. Service Provider(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of 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.
8. 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 Emergency Management Agency (FEMA), unless the County otherwise agrees in writing.
9. The Service Provider will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

VAN ZANDT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Van Zandt County Commissioners' Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Van Zandt County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Van Zandt County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory Proposal limit refers to the Texas Local Government Code provision that requires competitive Proposal for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Van Zandt County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Van Zandt County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Van Zandt County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.

- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, Proposals and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory Proposal limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Van Zandt County.
- D. Van Zandt County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise Proposals on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide copies of Proposal specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory Proposal limit must comply with the competitive Proposal process. Where possible, those Proposals will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive Proposal requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the Proposer's responsiveness to the HUB Policy in the evaluation of Proposals and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a Proposal or proposal being considered non-responsive to specifications.

- G. The Auditor will actively seek the participation of HUB firms in the quotation process for purchases under the statutory Proposal limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Proposers will be encouraged to use available internal and external databases of certified HUB firms.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive Proposer as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Auditor shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Auditor shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training Proposers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of Proposers. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Auditor. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Auditor.

Van Zandt County Disaster Debris Removal Cost Estimation Worksheet

Precinct 1 Precinct 2 Precinct 3 Precinct 4 Total

Schedule 1 - Hourly Labor, Equipment and Materials

Cubic Yds	Cubic Yds	Cubic Yds	Cubic Yds	Cubic Yds
791	8168	617	692	10,268
EST Hours	EST Hours	EST Hours	EST Hours	EST Hours

Hourly Labor Rate Total Expens

Equipment							
1	Air Curtain Burner, Self-Contained System						
2	50' Bucket Truck						
3	Crash Truck w/Impact Attenuator						
4	Dozer, Tracked, D3 or Equivalent						
5	Dozer, Tracked, D4 or Equivalent						
6	Dozer, Tracked, D5 or Equivalent						
7	Dozer, Tracked, D8 or Equivalent						
8	Dump Truck, 16 +/- CY						
9	Dump Truck, 20 +/- CY						
10	Dump Truck, 38 +/- CY						
11	Generator, 5.5 kW, List kW Capacity						
12	Generator, 200 kW, List kW Capacity						
13	Generator, 2,500 kW, List kW Capacity						
14	Light Plant with Fuel and Support						
15	Grader w/12' Blade (Min. 30,000 LB)						
16	Hydraulic Excavator, 1.5 CY						
17	Hydraulic Excavator, 2.5 CY						
18	Knuckleboom Loader						
19	Lowboy Trailer w/Tractor						
20	Mobile Crane up to 15 Ton						
21	Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
	Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
22	Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
	Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
23	Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
	Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)						
24	Vac Truck (Mist Capacity), 2,500 gallon						
25	Pickup Truck, 1 Ton						
26	Skid-Steer Loader, 1,500 LB Operating Capacity(w/ utility grapple)						
	Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)						
27	Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)						
	Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)						
28	Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)						
	Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)						
29	Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)						
	Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)						
30	Tub Grinder, 800 to 1,000 HP						

31	Hydraulic Excavator, 1.5 cy (w/ thumb)							
32	Hydraulic Excavator, 2.5 cy (w/ thumb)							
33	Truck, Flatbed							
34	Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift							
35	Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)							
36	Wheel Loader, 3 CY, 152 HP							
37	Wheel Loader, 4.0 CY, 200 HP							
38	Wheel Loader-Backhoe, 1.5 CY, 95 HP							
39	Other – Please List							

Precinct 1 Precinct 2 Precinct 3 Precinct 4 Total

a.							
b.							
c.							
d.							

Labor

1	Operations Manager w/Cell Phone and .5 ton Pickup								
2	Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc. supplies in support of crew								
3	Tree Climber/Chainsaw and Gear								
4	Laborer w/Chain Saw								
5	Laborer w/Small Tools, Traffic Laborer w/Small Tools, Traffic								
6	Bonded and Certified Security Personnel								
7	Other – Please List								
	a.								
	b.								
	c.								
	d.								

Crew

1	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.								
2	Other – Please List								
	a								
	b								

ROW Vegetative Debris Removal (cy)

1	0-14.99 miles								
2	15-29.99 miles								
3	30 miles +								

Demo Removal Transport (cy)

1	0-14.99 miles								
2	15-29.99 miles								
3	30-44.99 miles								
4	45-59.99 miles								
5	60-74.99 miles								
6	75-99.99 miles								

DMS Management & Reduction (cy)

1	Grinding								
2	Above ground Air Curtain Incinerators								
3	Controlled Open Burning								

Removal of Hazardous Trees & Limbs (Each)

1	6"-12.99" tree								
2	13"-24.99" tree								
3	25"-36.99" tree								
4	37"-48.99" tree								
5	49" + tree								
6	1-4 limbs per tree								
7	5-8 limbs per tree								
8	9 + limbs per tree								

Extraction of Stumps (Each)								
1	24.1"-36.99" stump							
2	37"-48.99" stump							
3	49"+ stump							

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Van Zandt County's Proposal process. The Auditor will provide additional clarification of specifications, assistance with Forms, and further explanation of procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
HUB Program
1711 Jacinto Blvd.
Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Statewide
Regional Certification Agency
624 Six Flags Drive, Suite 100 PO
Arlington, TX 76011
(817) 640-0606

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

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

REFERENCES

Please list three (3) references, **other than Van Zandt County**, who can verify your performance as a Respondent. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Van Zandt County to determine Respondent’s ability to provide the intended goods or service of this Proposal. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent’s company provides and that the company has completed a project of similar size and scope of work in the Proposal. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your Proposal.

Failure to supply required references will deem Respondent as non-responsive and it will not be considered for award.

Respondent involvement with reference checks is not permitted. Only Van Zandt County or their designee will conduct reference checks. Any deviation to this will result in rejection of the Proposal.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

THE ORIGINAL AND A PDF DIGITAL COPY ON A FLASH DRIVE, OF THIS FORM, MUST BE RETURNED WITH PROPOSAL!

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

THE ORIGINAL AND A PDF DIGITAL COPY ON A FLASH DRIVE, OF THIS FORM, MUST BE RETURNED WITH PROPOSAL!

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Van Zandt County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Van Zandt County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Van Zandt County prior to the official opening of this Proposal.

Respondent hereby assigns to purchase all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this Proposal package. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature:

Authorized Representative

**NAME AND ADDRESS OF COMPANY:
(Authorized Representative)**

Date _____

Name _____

Title _____

Tel. No. _____

FAX No. _____

E-Mail Address: _____

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL AND A PDF DIGITAL COPY ON A FLASH DRIVE, OF THIS FORM, MUST BE RETURNED WITH PROPOSAL!

COMPANY IS:

Business included in a Corporate Income Tax Return? _____ YES _____ NO

_____ Corporation organized & existing under the laws of the State of _____

_____ Partnership consisting of _____

_____ Individual trading as _____

_____ Principal offices are in the city of _____

DUNS Number: _____

CAGE Code: _____

FORM 1295 INFORMATION

The following information applies ONLY to an awarded Respondent.

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law 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 Commissioners Court, Respondent will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Respondent must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Van Zandt County Auditor, the completed Form 1295 **must** be submitted to Van Zandt County.
4. Respondent will need to repeat this process and obtain a separate Form 1295 each time it enters into a new contract, renews a contract or makes modification and/or amendments to a Van Zandt County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SIGNING ON THE "COMPLIANCE PAGE" RESPONDENT AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Proposal submission and time of award, the Respondent will notify the Van Zandt County Auditor. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Contractor/Vendor further verifies that it/he/she is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

By submitting a Proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Van Zandt County Auditor, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature: X _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL AND A PDF DIGITAL COPY ON A FLASH DRIVE, OF THIS FORM, MUST BE RETURNED WITH PROPOSAL!

Certification of Eligibility

By submitting a Proposal in response to this solicitation, the 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 Proposal submission and time of award, the Proposer will notify the Van Zandt County Auditor. Failure to do so may result in terminating this contract for default.

Signature: _____

Date: _____

Printed Name: _____

Certification of Independent Price Determination

By submission of this Proposal, the Proposer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- B. Unless otherwise required by law, the prices which have been proposed herein have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening of Proposals, directly or indirectly to any other Proposer or competitor; and
- C. No attempt has been made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

PROPOSAL CERTIFICATION

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Van Zandt County of the Proposer's offer by issuance of a purchase order will create a binding contract. Further, he agrees to fully comply with documentary forms herewith made a part of this specific procurement.

Name of Company: _____

- a Corporation, incorporated under the laws of the State of _____
- a Partnership consisting of _____
- an Individual trading as _____

Having principal offices in the City of _____

Authorized Signature: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Date: _____

Proposal Signature Form

The undersigned agrees this Proposal becomes the property of Van Zandt County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself / herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a Proposal.

The undersigned agrees, if this Proposal is accepted, to furnish any and all items / services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days unless a different period is noted by the Proposer.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Proposer, nor any employee of Van Zandt County, and that the contents of this Proposal have not been communicated to any other Proposer or to any employee of Van Zandt County prior to the official opening of this Proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United State, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tx. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this Proposal package. **Failure to sign and return this form will result in the rejection of the entire Proposal.**

Signature: _____

Company Name:			
Address:			
City, State, Zip:			
Phone	Office:	Fax:	
	Cell:	Email:	
Printed Name:			
Job Title:			

Certification and Representations MWBE Status

_____ is certified as a:

(Check one, if applicable)

DISADVANTAGED BUSINESS ENTERPRISE _____

MINORITY-OWNER BUSINESS ENTERPRISE _____

WOMEN-OWNED BUSINESS ENTERPRISE _____

A copy of the certification from _____ is attached.

**** NOTE ****

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT)

- A. The contractor (successful Proposer) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs, and transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the Van Zandt County, the contractor shall furnish all information on reports required to investigate his/her payrolls and personnel records, which pertain to current contract(s) with the County for purposes of ascertaining compliance with this non-discrimination certification.

MEMORANDUM

To: Vendors of Van Zandt County, Texas

From: Sandy Hill, Auditor

Re: Conflict of Interest Form (CIQ)

Vendor:

Attached, please find a Conflict of Interest Questionnaire. Please complete this form if you have an applicable conflict of interest with any Van Zandt County official, employee, or department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. Please DO NOT complete this form if you do not have a viable conflict. If you have any questions, please contact the Van Zandt County Auditor at 903-567-2171.

Original, completed forms should be mailed to the Van Zandt County Auditor and should be included in your response.

**Van Zandt County Auditor
121 E. Dallas St., Room 102
Canton, Texas 75103**

By submitting a response to this request a vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Applicable Law:

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Van Zandt County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.state.tx.us/efile

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

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

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

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

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

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

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

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

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

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

§46.3. Definitions

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

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

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

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

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

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract and
- (3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

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

- (1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;
- (2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;
- (3) The name of each interested party and the city, state, and country of the place of business of each interested Q. filly;
- (4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract and
- (5) An indication of whether each interested party has a controlling interest in the business entity, is an interme iary in the contract for which the disclosure is being filed, or both.

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

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

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