



RFP Number: 2024.06.004

**TRINITY COUNTY, TEXAS
162 West 1st Street, Groveton, TX 75845**

**Request for Proposal for
DISASTER DEBRIS REMOVAL, REDUCTION,
DISPOSAL, AND OTHER DEBRIS RELATED SERVICES**

**PROPOSAL DUE DATE:
July 15, 2024 @ 2:00 p.m.**

**WRITTEN QUESTIONS DUE:
June 28 @ 2:00 p.m.**

**Trinity County
Attn: Trinity County Auditor
162 W. 1st Street, 3rd Floor
P.O. Box 1030
Groveton, Texas 75845**

A Pre-Bid Conference Will Not Be Held

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NOTICE TO ALL PROPOSERS:

Upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, department heads and/or elected officials. Such contact will result in the vendor being disqualified. The disqualification of a vendor will result in debarment for a period of thirteen (13) months, during this period the vendor will not be able to bid on contracts or do business with Trinity County. All contact must be coordinated through Bonnie Kennedy, Trinity County Auditor, for the procurement of these services.

All questions regarding this RFP or Solicitation are to be submitted in writing to, Trinity County Auditor via e-mail, or by fax, or via mail Trinity County Auditor, 162 W. 1st Street, 3rd Floor, P.O. Box 1030, Groveton, Texas 75845. Please reference the RFP/Solicitation number on all correspondence to Trinity County.

All questions, comments and requests for clarification must reference the RFP/ Solicitation number on all correspondence to Trinity County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available exclusively through the Trinity County website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address: <http://co.trinity.tx.us/page/trinity.bid.notices> (go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS.
YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

1.0 Introduction

The Trinity County Auditor is soliciting proposals on behalf of the Trinity County Emergency Management (TCEM) Department to obtain the services of a qualified firm(s) to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in Trinity County, Texas in response to an emergency event such as, but not limited to, hurricane(s), tornadoes(s), winter weather-ice storms, floods, fire(s) or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in Trinity County, Texas in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Trinity County Water Management District (DCWMD), and the Texas Department of Environmental Protection (TDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility. It is the intent of the County to award contracts to at least one company, and maybe more than one, for these services to ensure adequate resources are available to respond to a disaster.

Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program.

2.0 Background

Trinity County Emergency Management (TCEM) staff have a background and significant training in emergency operations and homeland security. Trinity County collaborates with municipal emergency managers, emergency responders, law enforcement organizations, non-governmental organizations, state and federal agencies, and volunteer and community organizations to provide a comprehensive (County-wide) emergency management program. Trinity County uses an "all-hazards" approach to emergency management. Building internal and external emergency partnerships and teams is an important part of our program.

Duties and Responsibilities

Trinity County Emergency Management is headed by Trinity County Judge who serves as the Director. The County's Emergency Management Coordinator supports him. This individual has a highly developed professional background and significant training in emergency operations and homeland security.

1. TCEM works closely with other county departments, local jurisdictions, emergency responders, and the private and public sector to engage in comprehensive disaster planning for Trinity County.
2. The county TCEM program stems from Chapter 418.1015 of the Texas Government Code, which reads as follows:
 - o Sec. 418.1015. EMERGENCY MANAGEMENT DIRECTORS.
 - o (a) The presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board is designated as the emergency management director for the officer's political subdivision.

- (b) An emergency management director serves as the governor's designated agent in the administration and supervision of duties under this chapter. An emergency management director may exercise the powers granted to the governor under this chapter on an appropriate local scale.
 - (c) An emergency management director may designate a person to serve as emergency management coordinator. The emergency management coordinator shall serve as an assistant to the emergency management director for emergency management purposes.
 - (d) A person, other than an emergency management director exercising under Subsection (b) a power granted to the governor, may not seize state or federal resources without prior authorization from the division or the state or federal agency having responsibility for those resources.
3. In addition, Section 418.102 further provides:
 - Sec. 418.102. COUNTY PROGRAMS.
 - (a) Each county shall maintain an emergency management program or participate in a local or inter-jurisdictional emergency management program that, except as otherwise provided by this chapter, has jurisdiction over and serves the entire county or inter-jurisdictional area.
 - (b) The county program is the first channel through which a municipal corporation or a joint board shall request assistance when its resources are exceeded. Requests that exceed the county capability shall be forwarded to the state as prescribed in the state emergency management plan.
 4. TCEM partners with municipal emergency managers, emergency responders, law enforcement organizations, non-governmental organizations, county departments, state/federal agencies and volunteer/community organizations to provide a comprehensive (county-wide) emergency management program. Trinity County uses an “all-hazards” approach to emergency management. Building internal and external emergency partnerships and teams is an important part of our job.

Prevention Program

TCEM conducts emergency management outreach programs for communities, public events, non-government organizations, volunteer groups, etc. Through these efforts, we provide public educational materials, presentations, and preparedness literature. Our goal is to “get the word out” and provide tips on surviving an emergency such as a tornado, hurricane, winter weather, flooding or terrorism attack. In these efforts, we collaborate with numerous organizations such as the American Red Cross, faith-based organizations, community groups, Trinity County Health and Human Services, and others. TCEM provides a website that provides information on constructing “Family Emergency Plans”, constructing emergency preparedness kits and tips on surviving emergency events.

TCEM provides county employees with emergency preparedness and workplace safety training. Using a “color coded” message, that emphasizes an “all hazards” approach; our employees are better prepared to manage major emergency events. TCEM works with other county departments to develop emergency plans and procedures to better protect Trinity County employees, facilities and critical infrastructure. TCEM maintains an internal website available to our employees that provide emergency preparedness and planning information.

Mitigation Program

TCEM works with various partners in the development and management of a county-wide mitigation program. A County Mitigation Plan has been developed for the purpose of outlining threats and hazards that may impact Trinity County and its municipalities. A Hazard Analysis-Risk Assessment has been conducted to better manage these threats and risks. Municipalities may either collaborate with the County in its mitigation planning efforts or have their own mitigation plan. Mitigation Plans have a significant impact on the County’s ability to prevent or survive a major emergency event.

Preparedness Program

TCEM provides a comprehensive all hazard emergency planning, training and exercise program. In accordance with State and Federal requirement, TCEM develops, maintains, and updates community-based emergency plans and procedures. These include the County Emergency Operations Plan (EOP). The EOP mandated under Chapter 418 of the Texas Government Code and serves as the “play-book” through which all emergency operations are executed. Other plans include the County Mitigation Plan, Severe Weather Plan, Continuity of Operations Plan (COOP), etc. In addition, Trinity County provides leadership and coordination to internal and external partners and stakeholders to better ensure preparedness programs have active participation and are coordinated throughout the county.

Response Program

The Emergency Operations Center (“EOC”) is fully equipped and available for immediate activation by County staff in the event of a major emergency. The EOC becomes the County’s “command and control center” to provide County leadership with a central location through which to orchestrate the County response to a major emergency event. The EOC serves as the link between the County and municipalities with State and federal agencies for resource management. TCEM maintains an after-hours, on-call duty officer program to ensure county resources are available during day-to-day emergency events.

During major emergency events (such as flooding or tornadoes), TCEM may be requested, by the Texas Division of Emergency Management (TDEM) to open multiple emergency shelters and activate a storm re-location center to assist in evacuations. TCEM will work with municipal emergency managers and the American Red Cross to identify and staff these emergency shelters throughout Trinity County.

Recovery Program

Following a major event such as tornados, TCEM partners with the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM) to manage emergency recovery operations. The recovery process includes participating in damage assessment, providing emergency resources to assist with cleanup operations, tracking disaster cost and FEMA reimbursement. When the event occurs within a municipality TCEM works with the city’s emergency manager, to better ensure they have federal and state assistance

Contract Period

Selected offeror(s) will be awarded a twelve (12) month contract. Trinity County, at their option and upon mutual consent of all parties involved, may choose to extend this contract for four (4) additional twelve (12) month periods based on existing terms, conditions and prices set forth in the original RFP. **All prices must remain firm during the duration of this contract and any extensions.** Services provided will be paid for from the appropriate fiscal year funds provided by Trinity County Commissioners Courts. Contracts are subject to availability of funds from Trinity County Commissioners Court. All representations made by any departments are subject to the fiscal year funding and/or appropriations and do not represent an obligation on the part of Trinity County, and State of Texas.

3.0 Proposal Submission Deadline

Proposals shall be submitted no later than the Proposal Deadline time and date. Offerors shall respond to the written RFP and any exhibits, attachments, or amendments. An Offeror’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the bidder upon request. Trinity County will not be held responsible for unmarked proposals, improperly marked proposals or proposals delivered to the wrong location. Offerors mailing proposals should allow sufficient mail delivery period to insure timely receipt of their proposals by the Trinity County Auditor’s Department. Proposals may not be delivered orally, by facsimile transmission or e-mail, or other telecommunication means. All proposals must be delivered in sealed packages or containers.

4.0 Administrative Information

4.1 Incorporation of Proposal into the contract:

The contents of this proposal and the selected Offerors response cost and any negotiated changes are to be incorporated, in its entirety, into the Contract.

4.2 RFP Coordinator: The main point of contact for this RFP shall be Bonnie Kennedy, Trinity County Auditor 162 W. 1st Street, P.O. Box 1030, 3rd Floor Groveton, Texas 75845

The main point of contact shall hereinafter be referred to as the RFP Coordinator.

4.3 Communications Regarding the RFP

4.3.1 Communications Paragraph / Restrictive

During the proposal process, firms shall not contact County staff. Additionally, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Bonnie Kennedy, RFP Coordinator, for this procurement.

4.3.2 Upon release of this RFP, all offeror communications concerning this procurement must be directed to the RFP Coordinator.

4.3.3 All communication should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and non-binding. Written comments, including questions and requests for clarification, must reference the RFP number and should be submitted no later than **June 28, 2024 @ 2:00 p.m.**

4.3.4 The County shall respond in writing to written communications. Such response shall constitute an addendum to the RFP. Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

4.4 Proposal Submittal

4.4.1 Offerors are to provide one (1) original, clearly labeled, and (4) exact copies of their proposal. All proposals must be bound and furnished in a sealed package and be clearly marked with RFP solicitation number and title.

Proposal must be signed by an individual with authority to bind the firm in a contract with Trinity County.

4.4.2 All proposals must be submitted to:

Trinity County Auditor
Attn: Bonnie Kennedy
162 W. 1st Street, 3rd Floor
P.O. Box 1030
Groveton, Texas 75845

NOTE: All Addendums and any additional applicable correspondence (questions/responses) to this RFP will be made available "exclusively" through the Trinity County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://co.trinity.tx.us/page/trinity.bid.notices> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

4.5 Proposal Preparation Costs

Trinity County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

4.6 Proposal Withdrawal

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the Trinity County Auditor at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO (if applicable) process will not be considered.

4.7 Proposal Amendment

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing.

4.8 Ambiguity, Conflict or Errors in RFP

Due care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the offeror.

If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of an error or ambiguity in the RFP known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of Offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

4.9 Proposal Acceptance Period

Each proposal shall be valid for a period of sixty (60) after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The sixty (60) days may be extended by mutual agreement of the parties.

4.10 Right to Rejection

4.10.1 Trinity County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP entirely if determined to be in the best interest of Trinity County. Any Firm who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award

4.10.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Offerors must comply with all of the terms of this RFP and all applicable Federal, State and Local laws and regulations. Trinity County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

4.10.3 Trinity County reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of Trinity County. Where Trinity County waives minor technicalities in proposal, such waiver does not modify the RFP requirements or excuse the offeror from full compliance with the RFP. Notwithstanding any minor technicalities, Trinity County may hold any Offeror to strict compliance with the RFP.

4.11 Disclosure of Proposal Contents

All submitted Proposals become the property of the Trinity County, and shall be subject to any applicable open records statutes. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated by the Firm prior to submission of the Offer.

4.12 On-Site Inspection

After opening of proposals and prior to award, Trinity County reserves the right to make a pre-award site visit (if applicable) of any or all Offeror's facilities to be used in the performance of work under this solicitation. Offeror agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for reject of proposals as non-responsive. Trinity County reserved the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

4.13 Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

4.14 Proposal of Additional Services

If an Offeror indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of Trinity County.

4.15 Indemnification

Offeror agrees that it will protect, defend, indemnify, and save whole and harmless Trinity County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including 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 Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Offeror further agrees to protect, indemnify and hold Trinity County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

4.16 Liability and Other Insurance Coverage

Any vendor that conducts business with Trinity County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Trinity County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County Auditor requires the successful vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Trinity County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

4.16.1 All insurance required herein shall be maintained in full force and effect throughout the term of this contract, including all extensions.

- (a) Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract;
- (b) Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage;
- (d) Professional Liability: Contractor shall maintain Professional Liability Insurance with a limit not less than \$1,000,000.00 covering all individuals performing under the contract; and
- (a) Workers Compensation or self-insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5; Subtitle A, Texas Labor Code.

4.16.2 Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

- (a) Except Workers Compensation and Professional Liability, name Trinity County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- (b) Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change;
- (c) Provide for endorsement that the "other insurance" clause shall not apply to Trinity County where County is the additional insured on the policy;
- (d) Provide for notice to Trinity County of any changes to policy;
- (e) Contractor agrees to waive subrogation against Trinity County, its officers and employees for injuries, including death, property damage or any other loss;
- (f) Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;
- (g) Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a

release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard; and

- (h) Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Trinity County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

4.16.3 All certificates of insurance shall be identified with the RFP number.

4.16.4 Offerors compliance with the above insurance requirements shall not relieve Offeror from any liability.

4.17 Other insurance and endorsements (Required for Pollution Control).

4.17.1 Subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the County, not to exceed ten percent (10%) of the face amount of coverage, Contractor shall obtain hereof, insurance coverage written by company's authorized to conduct business in the State of Texas and acceptable to the County, in the following type(s) and amount(s). All cost or expense if insurance, and any and all deductibles shall be paid by Contractor without any liability to or reimbursement from County.

4.17.2 Prior to approval of any PO/Work Order by the County Commissioners Court, Contractor shall furnish an Insurance Certificate(s) to the County which shall evidence that insurance policies in the amounts set forth below are then in effect. County shall have no duty to pay or perform under the Contract until such certificate(s) have been delivered to County, and no officer or employee of the County shall have the authority to waive this requirement.

4.17.3 The County reserves the right to review the insurance requirements of this section during the effective period of the contract or any PO/Work Order and to adjust insurance coverage and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, current evaluation of risk, or the claims history of the industry as well as the contractor. If, after selection and furnishing of insurance as required herein, the County requires an extension of coverage or increase in the minimum coverage limits, any increase in the premium cost of insurance caused by such increase will be paid by Contractor without cost to County.

4.17.4 Required Minimum Coverage:

<u>Type</u>	<u>Amount</u>
Workers Compensation and Employer's Liability:	Texas Labor Code Statutory amount = \$500,000.00
Commercial General (public) Liability to Include coverage for the following: Premises operations to include sidewalk Independent Contractors Products /completed operations Personal injury Explosion, Collapse, Underground Hazard Products / Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause Contractual liability Fire legal liability Medical Payments	Combined single limit for bodily injury and property damage of \$5,000,000.00

4.17.5 Pollution: Contractor shall maintain Pollution Liability Insurance with a limit not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence for bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and cost and expenses incurred in the investigation, defense, or settlement of claims. Such insurance shall include automobile coverage forms. This Pollution Liability Insurance may be obtained by Contractor any time so long as it is obtained; prior to the performance of or preparation of any work or services under this Contract, and without interference or delay to the emergency response or services by Contractor.

<u>Type</u>	<u>Amount</u>
Comprehensive Automobile Liability Insurance to include coverage for: -Owned / leased automobiles -Non-owned automobiles -Hired automobiles	Combined single limit of bodily injury and property damage of \$400,000.00

4.17.6 Additional Policy Endorsements. The County shall be entitled, upon request and without expense to receive certified copies of each and all insurance Policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular Policy terms, conditions, limitations or exclusions. (Except where Policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such Policies). Upon such request by the County, the Contractor shall exercise reasonable efforts to accomplish such changes in Policy coverage, and shall pay the cost thereof.

4.17.7 Performance Bond. In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded firm will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Trinity County. This bond will be based on the total value of the contract per year and therefore shall be renewable on an annual basis.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance and/or contractor request, Trinity County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Trinity County will seek it's attorney's fees and cost of suit from the Contractor.

Bonds shall be executed by a duly authorized surety company satisfactory to Trinity County. Trinity County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Trinity County who are now in default or delinquent on any bonds or who are interested in any litigation against Trinity County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Trinity County Auditor, 162 W. 1st Street, 3rd Floor, P.O. Box 1030, Groveton, Texas 75845, within 30 days after award of the contract.

Trinity County will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the County.

4.18 Warranties Covenants and Agreements

Contractor warrants, covenants and agrees to the following:

- 4.18.1 Disturbance or Waste. Contractor shall not commit, nor allow to be committed any act of civil disturbance or riot, harassment of any nature, or any action or conduct actionable in State or Federal civil or criminal law; any act of waste including any act which might deface, damage, destroy any property or any part thereof; use or permit to be used any equipment, including, but not limited to Aircraft, or other thing which might cause injury to person or property or do anything, or permit anything to be done, which would, in County's opinion, disturb or tend to disturb County or the public.
- 4.18.2 Control. Contractor shall maintain sufficient discipline and control of its equipment, including, personnel and all parties to prevent any injury (including death) to any person or damage to the real or personal property.
- 4.18.3 Hazardous Materials. Throughout the term of the contract, Contractor shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials, other than in strict compliance with all applicable federal, state, local laws, rules, regulations, and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances which require special handling or treatment, under any applicable local, state, or federal law, rule, regulation, or order.
- 4.18.4 Nuisance. Contractor covenants and agrees that it will cause to be abated or shall abate, at no cost to or contribution from County, any spills, nuisances, health, environment or safety dangers and shall remediate or cause to be remediated all materials that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Water Code and the Texas Solid Waste Disposal Act, all as amended, caused by the presence, use, generation, release,

discharge, storage, disposal, or transportation of any material by or at the direction of Contractor in performance of this Contract.

- 4.18.5 Damage or Destruction. Contractor shall not conduct its business in any manner which would (1) increase the risk of personal injury, including death, or damage to, partial destruction of any real or personal property, or any portion thereof, or (2) invalidate any policy of insurance now or hereafter carried by Contractor. Failure to comply with such requirement will constitute a breach of the contract and County may terminate the contract if such requirement is not met after one (1) day written notice to Contractor from County. Contractor agrees that County shall not be liable for, nor be required to pay any damages, liquidated or unliquidated, caused by any delay due to compliance with this provision.
- 4.18.6 Judicial Action. Contractor agrees that it will furnish at the written request of the County all necessary personnel and records necessary or convenient to provide all evidence or testimony regarding any actions taken or not taken to fulfill the requirements of this Contract without cost or expense to County. This section shall survive the termination, cancellation and completion of this Contract for a period of five (5) years or until all changes, demands, suits or other actions have been released or have become unappealable.
- 4.18.7 Notice Required. Contractor shall give immediate oral notice to County, confirmed immediately by Fax or written notice, of any failure or problem with its equipment or inability to comply with the agreed upon schedule. Further, Contractor shall notify the County of any accident, spill, damage or destruction of equipment or materials, specifically including any chemicals, or any portion thereof, real or personal property, any injury to or death of any person, or any litigation or claim by any party involving Contractor in its actions or compliance with this Contract.
- 4.18.9 Compliance with Law. Contractor shall comply with all federal, state or local laws, codes, ordinances, and regulations and orders of any federal, state, county, municipal or other government agency thereof having jurisdiction over and relating to compliance with or related to the terms of this contract, inclusive of fire, emergency, environment, health, safety, and any construction and the rules and regulations of the County now or hereafter in force which may at any time be applicable, and shall obtain and pay for all permits, franchises, approvals, licenses, certificates, and any authorizations required or exacted by law and necessary for completion of this contract, and shall pay all fees, assessments, taxes, excluding those taxes paid by the County, and charges levied under state, federal, or local statutes or ordinances insofar as they are applicable.
- 4.18.10 Professional Quality. Contractor warrants to County that all materials and services will be of professional quality conforming to generally accepted practices. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to and/or improves the performance of County's expectations, objectives and purposes as stated in this contract. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.
- 4.18.11 Material Changes Affecting Qualifications. Contractor shall notify the County in writing immediately upon any occurrence that could or may affect the qualifications of the Contractor, specifically including, but not limited to the filing of a petition in Bankruptcy, assignment for the benefit of creditors, merger or sale of the Contractor, loss of computer hardware, software or firmware utilized, equipment, loss or restriction on any license, certificate, or other approval needed including the spraying equipment, or supplies utilized, or loss of or material change in personnel assigned or key personnel, detailing the occurrence. In the event that such occurrence shall, in the sole determination of County, change or modify the qualifications of that Contractor, County may terminate this Contract, including any PO/Work Order, or other agreement and remove the Contractor from the list of qualified proposers.

4.18.11 Conditions of Materials. All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the County in excellent condition. In the event that any of the products supplied to the County are found to be defective or do not conform to the specifications, the County reserves the right to return the product to the Bidder at no cost to the County.

Successful Offeror shall furnish all guarantees and warranties to the Trinity County Auditor and Homeland Security and Emergency Management Department prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

4.18.12 Permits, Fees, and Notices. Successful Offeror shall secure and pay for all permits and fees, licenses, and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees, licenses and charges shall be included in the Price Proposal except where expressly noted in the specifications.

4.19 Collusion

Offeror may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not, however, preclude two or more supplier of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

4.20 Compensation to Offeror

4.20.1 Offeror shall deliver a monthly invoice immediately following each month of service. The bill must be received by the 10th working day of the month for processing.

4.20.2 The Trinity County, and other using agency/department reserves the right to withhold payment to Offeror or to require Offeror to return payments received from Trinity County and other using agency/department in the event Offeror's performance does not comply with the provisions of the subsequent Agreement or does not comply with applicable Trinity County, State of Texas and Trinity County Health and Human Services Department standards, regulations or policies. Offeror agrees to return any unearned amounts paid the County and other using agency/department within thirty (30) days following the final date of the contact period or date of notification delivery to Offeror of a notice to Offeror that amounts paid are to be returned.

4.21 Notices for Non-Compliance/Performance

Trinity County shall furnish the awarded Contractor in writing any notice regarding the Contractor's failure to comply with requirements of this agreement. Contractor shall then remedy such non-compliance/performance within ten (10) working days following receipt of Trinity County written notice and awarded Contractor shall provide both the Trinity County Auditor and agency/department with accompanying written documentation of actions taken to remedy such non-compliance/performance. Continuous non-compliance/performance of the contract terms conditions, and specifications shall be a basis for termination of the contract by Trinity County and the using agency/department. The County shall not pay for work, equipment, services or supplies that are unsatisfactory.

4.22 Monetary Restitution

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Trinity County reserves the right to seek monetary restitution (including but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Trinity County will seek its attorney's fees and cost of suit from the Contractor.

4.23 Gratuities, Kickbacks or Conflict Interest

- 4.23.1 Gratuities: It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.
- 4.23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4.23.3 Conflict of Interest: No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Trinity County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

4.24 Access to Records and Information

Offeror agrees to furnish to Trinity County such information as may be requested which relates to the services Contractor provides. Contractor shall permit Trinity County to audit/inspect records and reports, review services, and/or evaluate the performance of these services at any time. Offeror shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

4.25 Termination

The proposed agreement may be terminated without cause by either party with thirty (30) days written notice to the other party. Such notice of termination will be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

4.26 Any Agreement Subject to Availability of Funds

Any proposed agreement will be subject to the availability of County and State funds as appropriate by the Trinity County Commissioners Court, State Legislature and as made available by the Trinity County. If such funds become reduced or unavailable, this agreement shall be subject to immediate modification, reduction or termination.

4.27 Severability

If any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect. Each paragraph and provision of any Agreement between the Trinity County or using agency/department and Offeror shall be severable from the entire Agreement.

4.28 Governing Law and Venue

Any proposed agreement shall be governed by the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Trinity County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Trinity County, Texas.

4.29 Assignment

Firms shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Trinity County Commissioners Court. Should the County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance. Should the County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and the original contractor will continue to be responsible for the performance of the secondary contractor. However, in the event of the assignment or sale of original awardee's assets, Trinity County, at its option, may terminate or renegotiate the terms of this Contract.

4.30 Federal Debarred Vendors

No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Trinity County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

4.31 Twelve-Month Waiting Period for Employment of Certain Former County Employees

In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

4.32 Disclosure Form CIQ

Effective January 1, 2006, 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 Trinity County 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, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Trinity County Auditor, 162 W. 1st Street, P.O. Box 1030, Groveton, Texas 75845

4.33 Use of Contract by Other Political Jurisdictions

Proposers are advised that all resultant contracts may be extended, with the authorization of the proposer, to other political jurisdictions to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Trinity County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Trinity County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

5.0 Proposal Format and Content

5.1 General Proposal Requirements

- 5.1.1 The County discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Offerors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Offerors may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all the of Trinity County information requirements.
- 5.1.3 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP and must be clearly labeled. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Proposals shall be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All proposal pages must be numbered.
- 5.1.5 Offerors shall utilize dividers to separate each of the sections of this proposal.
- 5.1.6 Each proposal must respond to all portions of the RFP.

5.2 Proposal Format

Proposal shall be divided into the following

5.2.1 Transmittal Letter

5.2.2 A proposal transmittal letter shall be submitted with your proposal and contain the following information: All proposals must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

- Name, title, and telephone number of Offeror's contact person for all inquiries.
- The contact person responsible for fielding all inquiries from the County.
- Business form of offeror (e.g. corporation, partnership, etc.), if applicable
- If a corporation, include the date and state of incorporation

For profit or non-profit agency, provide Federal Tax identification number for the facility/organization.

- Names and addresses of Offerors principal officers, directors, or partners.

5.2.3 Brief summaries (1 to 3 pages each) of the proposal relating to:

- Offeror's statement of understanding of the proposal, program objectives, Trinity County Health and Human Services Department (DCHHS) objectives; and
- Resources to be utilized to implement the proposal; and
- Written response to the Section 7 Technical Requirements.
- Detail cost breakdown of proposed services as stated in Section 8.

5.2.4 Other information to be provided by offeror with RFP response

- A brief biography and complete resume of the person or persons who will operate/manage the services provided by Offerors.
- Complete reference information for all public and private institutions or agencies to which the offeror provides or has provided similar services over the past eighteen (18) months. **Offeror must include a minimum of four (4) written reference letters.**
- Response to M/WBE Business Participation Forms
- Accreditation and Licenses (pesticides, laboratory, facility, and aircraft)

6.0 Evaluation and Selection

The Evaluation Committee will consider many evaluation factors (of which cost is only one factor), and will receive proposals from all responsible applicants. The objective is to enter into a contract with the best applicant at the best price. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

6.1 Proposal Evaluation Categories and Weights

Qualifications / Compliance Evaluation 0-30 Points

- Adherence to all conditions and requirements of the RFP.
- Relevant experience and past performance in Disaster Debris Removal Services with a minimum of seven (7) years of experience in regards to scope of work, service area, and amount of debris collected.
- Previous experience with State and Federal reimbursement programs; including, but not limited to: FEMA, TXWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- Direct and Indirect references.
- Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Texas.

Ability Evaluation 0-20 Points

- The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.
- The character, integrity, reputation, judgment, and experience of proposer.
- The schedule and availability of the proposer; to include response time. All emergency services to be performed immediately upon request.
- Financial stability of business entity.
- The current and projected workload of the proposer; to include current contracts with other government entities.
-

- Listing of current condition and amount of resources available to perform the services required, such as the proposer's heavy equipment, vehicles, and other related equipment.
- Equipment owned vs. leased.

Technical Evaluation 0-20 Points

- The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of Trinity County.
- Proposer's existing maintenance, repair, parts and resource programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.

Cost Evaluation 0-15 Points

- The primary method of cost evaluation will be based on the rates for vegetative debris removal, reductions, and hauling to a typical disaster event. This shall utilize debris volumes based on experience with all major disasters. Note: Compensation under any future contract shall be based on actual work performed.

Minority/Women Business Participation 0-15 Points

Certified M/WBE Firm (6 Points)

Sub-contracting to a Certified M/WBE Firm (6 Points)

EEO1 Compliance (3 Points)

TOTAL POINTS **100 Points**

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement to the highest rated firm, with the option to make a secondary award if necessary based on the scope of services required.
- 6.2.2 The RFP Coordinator shall have the Trinity County Grant Administrator manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the criteria listed above.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator and Grant Administrator to determine compliance with basic proposal requirements as specified in this RFP.
- 6.2.4 Trinity County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as result of such discussion, the Offeror shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the Grant Administrator. Offerors are prohibited from contacting the Evaluation Committee members directly.

6.3 Contract Award Process

- 6.3.1 The Grant Administrator shall forward results from the proposal evaluation process and award recommendation to the Trinity County Commissioners Court for their approval.
- 6.3.2 Trinity County reserves the right to make an award without further discussion of any proposal submitted. There shall be no best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer.
- 6.3.3 The apparent best-evaluated offeror shall be prepared to enter into a contract with Trinity County and Trinity County TCEM (Trinity County Emergency Management). It is the intent of Trinity County to award a Primary and a Secondary Contractor for services provided under this proposal. The Primary Contractor

shall be the initial firm mobilized by the County. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable.

6.3.4 Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

7.0 Terms, Definitions, and Acronyms

7.1 Definitions of the terms listed below.

Authorized Representative – County employees and/or contracted individuals designated by the County or County Debris Manager.

Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual employed by the disaster debris collection Vendor to collect disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event.

County – Trinity County, Texas, a political subdivision of the State of Texas.

County Approved Final Disposal Site – a final disposal location approved in writing by the County.

County Debris Manager – the County will designate a County Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

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.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or enduse facility.

Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Vendor(s), subcontractors and individual crews.

Demobilization – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil

and groundwater samples.

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.

Designated Area – Generally bounded by the County line and includes public property and rights-of-way within the County that was directly affected by a debris generating event.

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.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of the FEMA “Public Assistance Program and Policy Guide”, Version 4, FP 104-009-2, FEMA Debris Monitoring Guide, 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.

Emergency Debris Clearance - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA in “Public Assistance Program and Policy Guide”, Version 4, FP 104-009-2 and FEMA “Debris Monitoring Guide”.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Waste – End of life electronics, typically televisions, computers and related components.

FEMA Publication “Public Assistance Program and Policy Guide”, Version 4, FP 104-009-2 and FEMA “Debris Monitoring Guide.” These publications are 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.

Field Inspector – Monitor

Force Account Labor – Labor performed by the applicant’s permanent, full time or temporary employees.

Garbage – Waste that is regularly collected through the County’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.

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.

Hangers – A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA “Public Assistance Program and Policy Guide, Version 4, FP 104-009-2 and FEMA “Debris Monitoring Guide 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.

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 stumps according to FEMA Public Assistance Program and Policy Guide, Version 4, FP 104-009-2 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (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.

Hazardous Tree - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA "Public Assistance Program and Policy Guide", Version 4, FP 104-009-2 and FEMA "Debris Monitoring Guide include:

- The tree has more than fifty percent (50%) 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 thirty (30) degrees.

Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage

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

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

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".

Mulching or Chipping – See Chipping or Mulching

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.

National Response Plan (NRP) – 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.

PPE – Personal Protective Equipment. May also be referred to as “Safety Gear.”

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

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

Regulated Waste – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

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.

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.

Service Provider – The party or parties contracting directly with the County to perform work pursuant of this Agreement.

Specifications – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

TDSPF - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Vendor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the County for the temporary storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

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.

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 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 event.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which

allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

White Goods – As outlined in FEMA “Public Assistance Program and Policy Guide”, Version 4, FP 104-009-2 and FEMA “Debris Monitoring Guide” eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event

Work – Any and all obligations, duties, 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.

7.2 Acronyms (Abbreviations) listed below.

ACM	Asbestos Containing Materials
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological, and Nuclear
CBRS	Coastal Barrier Resources System
CEI	Construction, Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
DDIR	Detailed Damage Inspection Report
DMS	Debris Management Site
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EMC	Emergency Management Coordinator
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMIS	Fiscal Management Information System
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
NEPA	National Environmental Policy Act

NHPA	National Historic Preservation Act
NRCS	Natural Resources Conversation 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 Bid
RFP	Request for Proposal
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
TCEQ	Texas Commission on Environmental Quality
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris, Storage, and Reduction Site
TSDF	Hazardous Waste Treatment, Storage, and Disposal Facility
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
VOCs	Volatile Organic Compounds

8.0 Designated Areas

8.1 Descriptions

- 8.1.2 The designated area for debris removal (the County right-of-way) is comprised of the unincorporated areas of Trinity County and includes public property and Right-of-Way (ROW), County parks 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.
- 8.1.3 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.
- 8.1.4 All debris identified by the County Debris Manager shall be removed. The number of complete passes the Service Provider shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Service Provider shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. 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.

- 8.1.5 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.
- 8.1.6 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.
- 8.1.7 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.
- 8.1.8 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.
- 8.1.9 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.
- 8.1.10 The County reserves the right to inspect DMS, verify quantities and review operations at any time.

8.2 Debris Management Sites

- 8.2.1 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, and remediating land used as DMS in the County is a cost borne by the Service Provider and compensated based on the Service Provider's bid for site management and reduction of debris.
- 8.2.2 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.

- 8.2.3 The County may also establish designated homeowner drop-off sites. The Service Provider will be responsible for removing all debris from those sites daily.
- 8.2.4 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.
- 8.2.5 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.

9.0 Statement of Work

9.1.0 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 "Public Assistance Program and Policy Guide", Version 4, FP 104-009-2 – FEMA Debris Monitoring Guide" and 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 "Public Assistance Program and Policy Guide", Version 4, FP 104-009-2, FEMA "Debris Monitoring Guide" 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.

- 9.1.1 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.
- 9.1.2 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 and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

9.1.3 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.

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

10.0 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 Schedule 2 – Hourly Labor and Equipment Price Schedule.

11.0 Row Vegetation 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.

12.0 Row C&D Debris Removal

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

- a. For the purposes of this contract, C&D 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 C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.
- f. The Service Provider must provide traffic control as conditions require or directed by the County Debris Manager.

13.0 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of Non-RACM structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of- Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Service Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

14.0 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

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

- b. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- 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 Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- e. The Service Provider is required to strictly adhere to any and all local, state
- f. and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

15.0 DMS(s) Management, Operations, and 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 40)
- 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).

- I. 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.

16.0 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 47, 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 abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

17.0 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 47, 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.

18.0 Haul-Out of Reduced Debris to a County Approved Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced material such as ash, compacted C&D or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Service Provider shall not receive any payment from the County for haul- out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-county approved Final Disposal Site.

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 HHW/contaminants that may be mixed with disaster debris. The Service Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services Item 13, page 40. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

19.0 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.

20.0 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 3 – 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 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 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 3 – FEMA Stump Conversion Table).
- c. The County or its authorized representative will measure and certify all eligible stumps prior to removal.

21.0 Sand, Silt, and Debris Removal from Detention / Retention Structures

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

- a. For the purposes of this element, sand, silt, and debris existing in County detention/retention structures will be removed to a depth designated by the County or the County's authorized representative.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

22.0 Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of HHW from the ROW to the Debris Management Site (DMS).

- a. The removal, transportation and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDf or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the County.

23.0 Row White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the County. White goods containing refrigerants must first have such refrigerants removed by the Service Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Service Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a County approved DMS for refrigerant removal by the Service Provider's qualified technicians.

24.0 Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. The Service Provider shall coordinate activities the Trinity County and appropriate state agencies, if needed.

- a. Disposal of animal carcasses must be compliant with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality.

25.0 Other Debris Removal Work

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

26.0 Technical Specifications

- 26.1.0 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.
- 26.1.1 Changes in Statement of Work. The County Administrator or Assistant County Administrator 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.

- 26.1.2 Indemnity. The successful contractor shall defend, indemnify and save harmless Trinity 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 Trinity County and participating entities growing out of such injury or damages.
- 26.1.3 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.
- 26.1.4 Mobilization. Within 18 hours of notice to proceed from the County, the Service Provider will mobilize an Operations Manager to the County. The Operations Manager will assist the County 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 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 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.

- 26.1.5 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.
- 26.1.6 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 24 hours a day, or as required by the County Debris Manager.
- 26.1.7 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 deduction for lack of compaction.
- 26.1.8 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.
- 26.1.9 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.
- 26.1.10 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.
- 26.1.11 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.
- 26.1.12 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, \$5,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 36 hours of notice to proceed.
 2. 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.
 3. 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.
4. 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.
 5. 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.
 6. 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.

- 26.1.13. 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.

26.1.14 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).

26.1.15 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.

26.1.16 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.

26.1.17 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.

26.1.18 Environmental Protection:

Any and all fluids or chemicals (work-related materials such as oil-dry, 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.

26.1.19 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.

26.1.20 Documentation and Measurement:

- a. 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.
- b. All Service Providers(s) trucks used for collection and hauling of debris from the County ROW to County approved DMSs or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Service Provider shall provide a representative to attest to the certification/measuring process. It is the Service Provider's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Service Provider name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- c. The Service Provider(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. 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 copies will be given back to the vehicle operator and the remaining two 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 24 hours in advance.

27.0 Pricing Schedule 1

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
50' Bucket Truck	140		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D5 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 16 +/- CY	70		
Dump Truck, 20 +/- CY	70		
Dump Truck, 38 +/- CY	70		
Generator, 5.5 kW, List kW Capacity	70		
Generator, 200 kW, List kW Capacity	70		
Generator, 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	140		
Graders w/12" Blade (Min. 30,000 LB)	70		

Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70		
Tree Climber/ Chainsaw and Gear	140		
Laborer w/ Chainsaw and Gear	140		
Laborer w/ Small Tools, Traffic Control, or Flag Person	140		
Bonded and Certified Security Personnel	70		
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE:			
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL EXTENDED PRICE
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.			
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			
Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.			

28.0 Pricing Schedule 2

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the County. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.			
1 Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS	300,000		
2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DMS	100,000		

<p>3 Debris Removal from Canals / Waterways Work consists of the collection and transportation of eligible debris from County maintained canals and waterways to a County approved final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
<p>Removing debris from county maintained canals/waterways and hauling to DMS</p>	<p>100,000</p>		
<p>4 DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>200,000</p>		
<p>5 Haul-out of Reduced Debris to a County Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>		
<p>6 Removal of Hazardous Trees and Limbs Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>		
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>		
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>		
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>		
<p>49 inch and larger diameter</p>	<p>1</p>		
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>		

7 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	Estimated Quantity	\$ Per Stump	Total
24.1 inch to 36.99 inch diameter	20		
37 inch to 48.99 inch diameter	10		
49 inch and larger diameter	1		
8 ROW White Goods Debris Removal Work consists of the removal of eligible White Goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the County approved DMS to a County approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10		
Washers, dryers, stoves, ovens, and hot water heaters	25		
Total	\$ _____		
SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED			
Ancillary Options - The Following Items are not included in the Price Evaluation			
9 Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total

10 E-Waste Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
11 Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit	Total
Passenger Car			
Single Axle			
Double Axle			
12 Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total

FEMA Stump Conversion Table

Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.

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

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

*Stump diameter measured two feet up from ground

*Stump diameter to root ball diameter ratio of 1:3.6

*Root ball height of 31"

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

COMPANY NAME: (Please Print): _____

Phone: _____

Fax: _____

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- 1. Carefully read and understand the entire proposal document.
- 2. Provide a **Proposal Response** as required under Instructions to Offerors & Standard Terms & Conditions Section 12, "SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS".
- 3. Include a **Pricing Schedule / Cost Proposal** (See Proposal Forms).
- 4. Copies of any and all required **contractor's and professional licenses** for your firm and for key personnel
- 5. Fill out the Reference **Form**.
- 6. Include all necessary **Financial Statements** as may be requested within the proposal. The County reserves the right to request additional proof of financial stability including audited financial statements after proposals are received.
- 7. **Include proof of insurance.**
- 8. Provide **any additional documentation requested** within the Proposal Document.
- 9. **Submit ONE (1) Original AND the number of copies requested in the Proposal Instructions. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name _____
Address _____
City State Zip Phone/Fax _____
E-mail _____

Agency/Firm Name: Address _____
City State Zip Phone/Fax _____
Contact Name _____

Agency/Firm Name: Address _____
City State Zip Phone/Fax _____
Contact Name _____

Agency/Firm Name: Address _____
City State Zip Phone/Fax _____
Contact Name _____

Agency/Firm Name: Address _____
City State Zip _____
Phone/Fax Contact Name _____

Agency/Firm Name: Address _____
City State Zip Phone/Fax _____
Contact Name _____

VOLUNTARY MORATORIUM ON CAMPAIGN CONTRIBUTIONS

In accordance with Trinity County’s Transparency Policy, parties interested in responding to this RFP/RFQ are encouraged to sign this statement indicating your willingness to temporarily refrain from making any donation to any Trinity County elected official or candidate for office whose office (or potential office) has any involvement in the selection process for the associated contract during the pendency of the RFP/RFQ through thirty (30) days after the contract is awarded.

We hereby agree as stated;

Firm Name: _____

Signature and Title of Individual Authorized to Bind Company:

_____ Title: _____

Print Name: _____

Date: _____

**Trinity COUNTY
M/WBE SPECIFICATIONS**

**Minority Business Officer
Minority & Women Business Enterprises**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

I. POLICY STATEMENT Trinity County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Trinity County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Trinity County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Trinity County.

II. REQUIREMENT OF ALL BIDDERS/PROPOSERS: Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Trinity County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- 6. Trinity County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Trinity County Auditor within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Trinity County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference (if applicable), as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____

(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Trinity County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**S = Sub (contractor/consultant) **M= Material Supplier

No MBE/WBE's Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: _____ **ADDRESS:** _____ **PHONE#** _____

_____ () _____

Printed Name Of Preparer _____ Signature _____ Title _____ Date _____

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Trinity County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Trinity County.

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of an certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of an certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.
=====

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is, is not a minority-owned business, * # _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is, is not a woman-owned business, * # _____

6. Trinity COUNTY MBE/WBE PAYMENT REPORT

Project Number
 Project Title
 Invoice #
 Work Order Date
 Job #

Prime/General Contractor: _____

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Trinity County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note:
*This form must be completed and submitted with each payment request.
 Any (significant) deviation from planned should include attached explanation*

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director
 Signature of Officer/Director
 Date
 Trinity County Project Manager
 Date