



Request for Proposal  
Disaster Debris Removal



Public Posting

## **DISASTER DEBRIS REMOVAL**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of East Bernard (City) until **10:15 AM, Friday, June 20, 2025**, to provide **Disaster Debris Removal and Disposal Services**.

**The City of East Bernard seeks proposals from qualified firms to perform debris removal and disposal in the event of a major disaster event. The selected Contractor must provide required services in accordance with applicable regulations, including but not limited to: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health & Human Services (TxDHHS) and the Texas Commission on Environmental Quality (TCEQ).**

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Renee Norton, City Secretary at 704 Church St., East Bernard, TX 77435 until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at:

<https://www.eastbernardtx.com>

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid. Provide 1 original, 5 copies and 1 digital proposal on usb.

The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. The City of East Bernard is an Affirmative Action/Equal Opportunity Employer.



## RFP Packet

## Definitions:

- Debris Removal: clearance, removal, and/or disposal of items such as trees, sand, gravel, building components, wreckage, vehicles, and personal property.
- Eligible Debris – that which is determined to eliminate immediate threats to life, public health, and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large.
- FEMA – Federal Emergency Management Agency
- RFP – Request for Proposal
- TDSRS – Temporary Debris Staging and Reduction Site, which may also be referred to as a Debris Management Site (DMS) in the City of East Bernard Debris Management Plan.
- Clean Vegetative Debris: Tree and landscaping debris free of treated lumber, plastic, household hazardous waste, construction, and demolition debris, etc.
- Mixed Debris: Vegetative Debris that is mixed with construction & demolition debris or other material at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by the City of East Bernard.
- Construction and Demolition (C&D) Debris: Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. In general, it is anything other than vegetative and hazardous waste debris.
- White Goods Debris: Household & industrial appliances (e.g., refrigerators, stove, dishwashers, etc.).
- Hazardous Waste: Includes the following: Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical, or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- Stumps: Tree stumps located within the right of way (ROW), in which the root ball is one-half or more exposed but still attached to the ground by roots. Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for other vegetative debris. Tree stumps larger than 24 inches in diameter and still attached to the ground will be removed and paid for in accordance with the MEASUREMENT and PAYMENT paragraphs in this contract. Any questionable stumps shall be referred to the City of East Bernard for determination of its disposition.
- Hand Loading: Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

# Standard Terms & Conditions

## Acceptance and Rejection

The City reserves the right to accept or reject any and all Proposals and to accept the Proposal which best serves the interest of the City of East Bernard. The City may award sections individually or collectively whichever is in its best interest, unless the Proposer only intends to Propose for the contract in its entirety.

## Assignment

Neither the contract nor payment due may be assigned.

## Award

Award shall be made to the responsive and responsible Proposer whose Proposal is most economical according to the criteria designated in the solicitation.

## Conflict of Interest

The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the City or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the City Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

## Contract Extensions

The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this proposal.

## Deviation from Specification

Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

## Drug and Alcohol Testing

The Contractor shall provide a drug and alcohol testing policy with bid, outlining the contractor's drug testing procedures. The expense of the drug testing shall be that of the contractor. When reasonable cause exists to believe that a contractor's employee is violating the provisions of the City's Substance Abuse Guidelines, the City reserves the right to inspect all contractor work areas, which include any personal items brought onto city premises including personal vehicles. Any violation of the provisions of the City Substance Abuse Guidelines by a contractor or contract employee will result in the immediate removal from the work site.

## Informalities

The City of East Bernard reserves the right to both waive any minor informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

## Information and Literature

Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

## Interpretations

Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of East Bernard.

## Invoices

Invoices should be sent in duplicate to the City of East Bernard. It is understood and agreed that services shall be performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. Submit invoices regularly and for no more than 30-day periods.

## Non-Discrimination

The successful Proposer will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin, or physical handicap.

## Payment

Upon acceptance of work by using department of the City, the City shall make payment to the Contractor in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The City reserves the right, with justification, to make a partial payment of any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the using City department. **NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER OR CONTRACT REFERENCE.**

## Pricing

If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

## Quantities

The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on bid sheet identify anticipated award amounts.

## Tax Exemptions

The City of East Bernard is tax exempt. Copies are available upon request. Form W-9 is available upon request.

## **Termination**

This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CITY. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with such thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the CONTRACTOR, or any other articulable cause, the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR which shall take effect immediately or at a time directed by the CITY. At the CITY's discretion, a cure period may or may not be afforded CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred, and paid by the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

## **Time for Considerations**

Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.



# Special Conditions

## Addendum and Amendments to Request for Proposal

If it becomes necessary to revise or amend any part of this Request for Proposal, the City will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal.

## Disqualification

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that collusion exists among proposers, all proposals will be rejected.

## Indemnification Statement

By submitting a Proposal document signed by an authorized agent of the Proposer, Proposer acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award: “For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of East Bernard, its officers, agents, officials, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this contract.”

## Bonds

For contractor that will be first on scene, bonds are furnished within ten (10) Days of the execution of the Contract. All other contractors furnish these bonds within five days of notice to proceed. Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of the City. The Performance Bond shall remain in force one year after final completion of the work. Payment Bond in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or materials to CONTRACTOR or his subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after final completion of the work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Texas. The bonds shall be made payable and acceptable to the City. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Texas or whose principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

## Proposal Acknowledgment

By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

## **Proposer Expenses**

No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

## **Request for Additional Information/Clarification**

The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel to be conducted by the City of East Bernard or its designees.

## **Request for Modification**

The City reserves the right to negotiate a final agreement with the top-ranked proposer to meet the needs of the City more fully.

## **Terms**

The contract period shall be for two (2) years and will begin as of the date on the Notice of Award. Total Contract term will not exceed a period of two (2) years.

## **Federal Compliance Regulations**

Federal regulations apply to all City of East Bernard contracts using Federal funds as a source for the solicitation of goods and services. Successful proposers must comply with the following Federal requirement as they apply to:

## **Access by the Grantee, Subgrantee, Federal Grantor Agency and Comptroller General**

The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

## **Clean Air and Water Acts**

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, and/or subcontracts, and sub grants of amounts in excess of \$100,000).

## **Contract Work Hours and Safety Standards**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

## **Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

## **Disadvantage Business Enterprises (DBE) Contractors**

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

## **Energy Policy and Conservation Act**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163).

## **Equal Employment Opportunity**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

## **Retention of all Records**

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

## Project Overview

The City of East Bernard, hereinafter called “Owner” or “City”, is preparing for future Disasters by entering into a pre-event contract for Debris Removal Services. The City of East Bernard will accept proposals from qualified contractors with experience in Disaster Debris Removal Services and the preparation, response, recovery, and mitigation phases of any emergency or disaster. It is the intent of the City of East Bernard to award this contract to one (1) Primary Contractor that will be responsible for all debris operations listed within this contract and one (1) Secondary Contractor that will be activated if the Primary Contractor fails to commence work within twenty-four (24) hours of issuance of Notice to Proceed. The City reserves the right to activate other contractors at the same time dependent upon the severity of the storm and the availability of the contractors.

This RFP is for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Temporary Debris Staging and Reduction Site Management. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s)(EPA) requirements to maintain a safe working environment. The City has the right to increase or decrease the Contractor’s assignment and/or areas of operation within the scope of this contract.

The Contractor may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with the City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR/DMS site selections, review and update debris removal zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in FEMA Manual 325.

The proposal should provide a detailed outline of how work will be accomplished.

At a minimum, the proposal should include the following information:

- Organizational Chart
- Information describing company’s technical and Debris Removal capabilities
- Financial resources
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Local participation in the Contractor’s plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Public announcements/notices, including specific date on proposed venues.
- Ability to track and record all work for invoices and auditing purposes

- Other unique services your company can provide
- Construction drawings for temporary inspection towers
- Cost for services
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris:

DEBRIS TYPE	SCENARIO 1 (Category 1 Hurricane)	SCENARIO 2 (Category 4 Hurricane)
(All units in cubic yards)	VOLUME	VOLUME
Vegetative	11,000	274,000
Construction and Demolition	20,000	502,000
Mixed	4,000	125,000
White Metals	500	5,000
Hazardous Waste	500	5,000
TOTAL:	36,000	911,000

## Scope of Work

The City of East Bernard is requesting proposals from qualified and experienced contractors to assist the City with Disaster Debris Removal and recovery operations after a wind driven disaster or emergency. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee. Initial response shall be deemed as having a Contractor's representative physically present at the Wharton Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed. Secondary Contractor will be notified if Primary Contractor fails to commence work within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause may be imposed.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid to keep the contract in effect.

The City seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to:

- Hurricane, flood, tornado, or other wind driven severe weather disaster or emergency

The City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery, and mitigation resources.

The Contractor shall be responsible for travel, per diem, housing, and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities for this project.

## Debris Removal Management

Debris Removal Management activities include, but are not limited to, furnishing all labor, materials, and equipment to accomplish the following types of tasks:

1. Clearing and/or removing debris from the public right-of-way, streets and roads or privately-owned property as required to secure the public safety.
2. Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris.
3. As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event.
4. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.

5. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
6. Removal of sand and earthen materials from roads, streets and rights-of-way.

## **Documentation Management and Support**

Documentation Management and Support activities include, but are not limited to:

1. Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City/Department employees and review of documentation prior to submittal.
2. Working closely with County and State Emergency Management, FEMA, and other agencies to ensure that debris removal, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility.
3. Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

Additional support may include providing technical expertise, guidance, and participation in the following areas:

1. Damage assessment to include plan development, procedure development, staff training and staff augmentation.
2. Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review, and staff augmentation.
3. Develop debris plan to include staff training.
4. Provide technical support and assistance in developing and dispersing public information.

## **Mobilization - Emergency Debris Road Clearance**

The Contractor shall mobilize management staff to the City within twelve (12) hours following notification of need.

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy-two (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

## **Mobilization - Debris Removal / TDSRS Management**

The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin Debris Removal operations within 72 hours following the day of the disaster. Debris Removal work within the city will be prioritized by the City.

## **Debris Removal from Public Rights-of-Way**

As identified by and directed by the City, the Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Storage and Reduction Sites (TDSRS's) from public rights-

of-way; and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

## **Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way)**

Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as reference above, the Contractor as identified by and directed by the City, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the non- duplication of benefits agreements, an address specific task order and the physical marking of each structure by the City. The Contractor will place all debris collected through this process in the public rights-of-way where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. The City feels that it is in the best interest of the health and safety of its citizens to provide this service.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Debris Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

## **Hand Loading**

The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by fifty percent (50%) because of the low compaction achieved by hand loading. For example, if a 40-cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY  $\{(40 \text{ CY} * 50\%)\}$ . In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY  $\{[40 \text{ CY}/2] * 50\%\}$ . The maximum amount recorded for a hand loaded vehicle will be fifty percent (50%) of its measured capacity.

NOTE: ABOVE IS FOR PURPOSE OF EXAMPLE ONLY. LATEST FEMA GUIDELINES SHALL APPLY.

## **Subcontractors**

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The City may, at its discretion, limit the number of subcontract firms working under the prime or subprime contractor at its sole discretion to ensure safety and quality of work provided.



In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

## Costs for Scope of Work

Measurement and Payment for Gathering, Pick-up and Hauling to TDSRS; Processing of Debris from Public Rights-of-Way; Hauling of Debris from TDSRS to Final Disposal Site.

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

## Modification of Work

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall:

1. Provide an estimate for the increase or decrease in cost due to the contemplated change.
2. Notify the City of any estimated change in the completion date.
3. Advise the City, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

## Retainage / Completion of Work

The City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

## Final Payment

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City, which will be due no more than 30 days after notice of project

completion. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

## Staffing Requirements

### Staffing Requirements – Contractor

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists and notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

### Unauthorized Alien Workers

The City will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) (Section 274A(e) of the Immigration and Nationality Act (“INA”). The CITY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

### Example of Staffing

AS AN EXAMPLE, THE FOLLOWING STAFFING REQUIREMENTS WILL PROVIDE FOR A CATEGORY 3 HURRICANE WITH ONE (1) TEMPORARY STORM DEBRIS REMOVAL SITE. THE REMOVAL SITE WILL BE IN OPERATION FROM DAWN TO DUSK, SEVEN (7) DAYS A WEEK.

1. **Certification Technicians: (3)** Measure, photograph, certify and re-certify the total cubic yard capacity of each removal hauler.
2. **Clerical Staff Coordinator: (1)** Set-up FEMA spread sheets and up-date daily. Maintain and distribute to City Staff the daily “Hurricane (name) Storm Debris Removal Data Report”. Provide removal status and other information to FEMA personnel as needed. Manage City Staff documentation, i.e., timecards; sign-in sheets; field supplies and equipment; provide reporting site assignments; assign cellular phones to City Recovery Staff; assign vehicles; provide removal instructions and guidelines to each Field Monitor; oversee the other assisting clerical staff.
3. **Clerical Staff Assistants: (2)** Processing of the previous day’s Field Monitors daily reporting sheets- Post the City wall map with the previous day’s removal locations; Tally up the previous day’s removal totals; Calculate the Monitors time worked and fill out the timecards to be signed by the monitors later; Track the vehicle mileage.

### Staffing Requirements – City

The City reserves the right to remove immediately any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: City staff full and part-time or temporary; Primary Contractor staff; sub-contractor staff.

The City will provide a Debris Manager to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm Debris Removal operation, and assure FEMA and contract compliance.

## Minimum Level of Service

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

## Performance Remedy Notification

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

## Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

## Most Favorable Pricing

By submitting a response to this Request for Proposal, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

## Accident Prevention

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

## General Requirements

### Reporting

The Contractor shall submit a report to the City by close of business each day for the term of the contract. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Report Date
3. Location of completed work
4. Location of work for next day
5. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
6. List of roads that were cleared (Emergency Clearance)
7. Number of Crews (including number of trucks and loading equipment)
8. Daily and cumulative totals of debris removed, by category
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
11. Number of hazardous trees and hanging limbs removed
12. Problems encountered or anticipated

### Dumpsites (TDSR Sites)

The Contractor shall use only debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.

The dumpsite operator/contractor will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operations.

The City makes no representations regarding the turn-around time at the dumpsites.

## Other Considerations

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.

There shall be no overnight parking or camping on public property without the approval of the City.

The Contractor is encouraged to employ experienced and qualified local sub-contractors.

## Other Contracts

Other contracts may be issued for the purpose of removing disaster related debris within the City.

The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

## Equipment

The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load, and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower, (including all air-curtain incinerators).

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

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 sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City. Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is deemed unsafe or inadequate.

All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.

Prior to commencing Debris Removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.

Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber-tired equipment must be approved by the City.

Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.

Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

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

## **Load Tickets**

A five (5) part or Digital Load Ticket will be used for recording volumes of debris removed and processed. Refer to attached sample:

At a minimum, each ticket will contain the following information:

- The City of East Bernard Debris Load Ticket (as a title)

- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

A Load Site Debris Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to the Disposal Site Monitor at the dumpsite, the Monitor will validate, retain one copy, and give one copy to the driver, and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

The Debris Removal Contractor will not be permitted to unload the debris at a TDSR/dump site without an approved Load Ticket that was supplied by their assigned monitor.

The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.

The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the TDSR sites. The TDSR Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

A Dump Site Debris Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the Monitor. Load measurements will be documented on Load Tickets.

The Contractor shall keep a daily updated log, in each TDSR site inspection tower, of all loads received, including the total volume of debris in each load.

The Contractor shall provide a copy of all daily log sheets at the end of each business day.

## **Traffic Control**

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and

equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Texas Department of Transportation Roadway and Traffic Design Standards, latest edition.

The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

## **Hazardous Waste Spills**

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Texas Commission on Environmental Quality (TCEQ) and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/TCEQ reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials' other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.



# Proposal Submittals

Proposals submitted in response to this RFP should follow the format described below. You are asked to respond fully and accurately to all questions/requests.

Proposals should be organized, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page and shall respond to each of the Criterion listed below in the same order listed.  
**ORIGINAL PROPOSAL SHALL BE EASILY REPRODUCIBLE. DO NOT BIND OR STAPLE ORIGINAL.**

**Please provide one (1) original, four (4) copies and one (1) usb or CD of proposal.**

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process. Provide clear, detailed responses to each criterion below:

## Title Page

Title Page shall show the request for proposal's subject and title; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

## Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

## Contractor Role & Relationship with the City

Provide a letter of introduction that emphasizes why your company is best suited to meet the Debris Removal Services of the City.

## Summary of Qualifications

- Provide a copy of your Certificate of Insurance.
- Provide copies of occupational licenses, whether City or County, for the last three (3) years that document active business in a commercial location providing one or more of the following services:
  - Bulk hauling of debris or fill
  - Construction involving earth removal
  - Demolition work.

If the City or County in which the Contractor resides does not provide occupational licenses, alternate documentation, may be provided.

- Indicate specifically the personnel who will have primary responsibility for the City’s contract. Also, indicate all key individuals, and their tasks and/or areas of expertise. Identify the percentage of work to be completed by subcontractor(s).
- A summary of any litigation filed against the proposer in the past three (3) years that is related to the services to be provided. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome and the monetary amounts involved.
- Provide a comprehensive list of contracts (current or prior) represented by type of event, contract value, duration of contract and interaction with FEMA.
- Provide a list of other government contracts that you currently have and state where the City would fall in terms of priority.
- Provide a minimum of three (3) references within the State of Texas, of similar current and ongoing contracts for a minimum of twelve (12) consecutive months.
- Provide a comprehensive list of equipment available for use with this contract.

## **Proposed Cost**

All costs associated with delivering the requested services must be detailed in the format requested on this document.

## **Additional Required Proposal Submittal Forms**

Reference Sheets and Proposer Qualifications Questionnaire.

## **Evaluation Procedure**

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, shall be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

The City’s evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Work;
2. The ability, capability and skill of the proposer to perform the contract;
3. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
4. The ability of the proposer to provide future service for the use of the subject of the contract;
5. The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the commodities or service;
6. Whether the proposer can perform the contract within the time specified, without delay or interference;

- 7. The character, integrity, reputation, judgment, experience and efficiency of the proposer;
- 8. The quality of performance of previous contracts;
- 9. The previous and existing compliance by the proposer with laws and ordinances relating to the contract;
- 10. The number and scope of conditions attached to the bid or proposal;
- 11. Responsiveness of client references;
- 12. Net costs; and
- 13. Such other information as may be secured.

Evaluation Criteria

The following represent the principal selection criteria, which will be considered during the evaluation process.

• Technical Response		100pts total Max Available
○ Equipment Available for Use with this Contract		10pts
○ Vendor Approach & Methodology		5pts
○ Service as Stated Herein		5pts
• Qualifications & Experience		
○ History of Similar Work		20pts
○ Previous Experience with FEMA		15pts
○ Team Experience		10pts
○ References		20pts
• Contract Cost		15pts

During the evaluation process, the City may request any or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the evaluation committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

Selection Process

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) shall request the Buyer to schedule the top ranked firm(s) for presentations/interviews.

## **Formal Oral Presentations/Interviews (If required)**

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held the following guidelines will be used.

The City will establish the schedule and proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

**Recommendation and Approval of Ranking:** The City shall rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the City Council.

## Additional Condition of Award

### **DISCLOSURE OF INTERESTED PARTY FORM:**

#### **NEW OBLIGATION OF THE CITY/COUNTY TO RECEIVE INFORMATION FROM WINNING BIDDER**

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), the City may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the City as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the City of East Bernard is the best bid received, the City or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than 4:00pm on the Tuesday following award by City Council, file the materials described below.

#### **PROCESS FOR COMPLETING THE DISCLOSURE FORM**

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City: City of East Bernard
- (b) item 3 – the identification number: Disaster Debris Removal, and
- (c) item 3 – description of the goods or services assigned to this contract by the City: Disaster Debris Removal Services

You must:

- 1) complete the Disclosure Form electronically at the TEC’s “electronic portal”, and
- 2) print, sign and deliver a NOTARIZED copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC’s “electronic portal.”

The following link will take you to the electronic portal for filing:  
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

## **City of East Bernard Title VI Assurance**

The City of East Bernard, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (8 State. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

# Proposal Form – Sheet 1 of 5

## Debris Removal RFP

The undersigned hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned by 10:15 a.m. July 12, 2022, does hereby submit a response to the proposal and warrants that:

- She/he is an officer of the organization.
- She/he is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- She/he has fully read and understands the RFP and has full knowledge of the scope, nature, quantity, and quality of the work to be performed; and the requirements and conditions under which the work is to be performed.
- If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed- upon by the City and the vendor.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

The City desires to accept submission of this response only if in so doing, the City can place a limit on the City’s liability for any cause of action arising out of this solicitation, so the City’s liability for any cause of action arising out of this solicitation never exceeds the sum of \$100. Proposer expresses its willingness to respond to this solicitation with the knowledge that the Proposer’s recovery from the City to any action or claim arising out of this solicitation is limited to the maximum amount of \$100. No claims or award against the City shall include attorney’s fees, investigative costs, expert fees, or pre-judgment interests. The undersigned acknowledges receipt of good and lawful consideration for this provision and warrants that he/she is authorized and empowered to sign this document for the proposer.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

Proposal Form – Sheet 2 of 5

Debris Removal RFP

Emergency Road Clearance – Items 1-6

Item Number	Item Description	Price
1	Dump Truck, 16-20 CY capacity, with Operator	\$ /hour
2	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator	\$ /hour
3	Two (2) Person Laborer Crew with Chainsaws, 16” min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$ /hour
4	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone	\$ /hour
5	Track Hoe Excavator, 2-3 CY bucket with operator	\$ /hour
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$ /hour

Debris Removal and Hauling – Items 7-29

Item Number	Item Description	Price	UOM
7	Debris collection, removal, and transportation of uncontaminated vegetation to DMS for compaction.	\$	Per CY
8	Debris collection, removal and transportation of construction and demolition OR mixed hurricane generated debris to DMS for compaction.	\$	Per CY
9	TDSRS - Temporary Debris Staging and Reduction Site, which may also be referred to as a Debris Management Site (DMS) Management & Operations	\$	Per CY
10	Debris Compaction	\$	Per CY
11	Vegetation consolidation and reduction (green waste grinding)	\$	Per CY
12	Haul-out of C&D Debris from DMS to final disposal site. City to pay tipping fees for disposal.	\$	Per CY
A B C D E	0 to 10 miles 10.1 to 20 miles 20.1 to 30 miles 30.1 to 40 miles 40.1 to 50 miles		



F	50.1 miles and over		
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Proposal Form – Sheet 3 of 5

Debris Removal RFP

Debris Removal and Hauling – Items 7-29

Item Number	Item Description	Price	UOM
13	Removal of all hazardous trees 6-inch breast height diameter and larger (Leaners) – Cut only and placed in ROW	\$	Per Tree
14	Removal of all hazardous limbs 2-inch diameter and larger (Hangers) - Cut only and placed in ROW	\$	Per Tree
15	Stump removal – 24 inches or greater in diameter – measured 24 inches above the ground and with 50% or more of the root ball exposed. - to be placed in ROW for pick up.	\$	Per Stump
16	2 each Portable toilets & services 2 times per week	\$	Per Month
17	Dead Animal Carcasses – as identified and directed by the City, the Contractor shall collect and haul dead animal carcasses, including but not limited to, dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.	\$	Per Pound
18	Fill Dirt – as identified and directed by the City, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.	\$	Per CY
19	White goods – the Contractor shall recycle all eligible white goods in accordance with all federal, state, and local rules, regulations, and laws.	\$	Per Unit
20	E-Waste - recovery and disposal of disaster damaged televisions, computers, computer monitors, microwaves, etc.	\$	Per Unit
21	Freon Recovery – the Contractor shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$	Per Unit

Proposal Form – Sheet 4 of 5

Debris Removal RFP

Debris Removal & Hauling – Items 7 – 29  
THE FOLLOWING SERVICES SHALL BE PROVIDED AT NO CHARGE. PLEASE INITIAL EACH ONE.

Item Number	Item Description	Initial	
22	Training and Assistance sessions for all key City personnel in all disaster debris recovery planning efforts, as requested.	Initial Only ➡	
23	Mobilization and Demobilization – all arrangements necessary to mobilize and demobilize the Contractor’s labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.	Initial Only ➡	
24	Mobile Command Unit – the Contractor shall provide use of a mobile command unit for City debris recovery management personnel to serve as a field operations command center.	Initial Only ➡	
25	Temporary Storage of Documents – the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Initial Only ➡	
26	Debris Planning Efforts – the Contractor shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to estimation of debris quantities and emergency action plans for debris clearance following a disaster event.	Initial Only ➡	
27	Closure and Remediation of the TDSRS – the Contractor shall remove all Contractor’s equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of in a Class I landfill if contamination is NOT found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.	Initial Only ➡	
28	Reporting and Documentation – the Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document the Debris Recovery Services.	Initial Only ➡	
29	Travel and Per Diem Costs – the City will NOT pay for any travel or per diem costs incurred by the Contractor	Initial Only	

		➡	
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Proposal Form – Sheet 5 of 5

Debris Removal RFP

Item Number	Item Description	Price	UOM
30	Bonds - Cost for Payment & Performance Bonds in the amount of \$500,000.00 each	\$	Each
31	1-day annual Training/Planning Session, maximum 8-hour day, price per hour	\$	Per Hour
TOTAL – Add lines 7-21, 30 and 31		\$	

Note: Total is a check for consistency, not a bid number.

Fee Schedule

On-Site Response Time After Notification  
(City requires 12 hours on-site City EOC)

\_\_\_\_\_Hours

Commencement of Work After Issuance of Notice to Proceed  
(City requires 24 hours after NTP)

\_\_\_\_\_Hours

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Cell Phone Number

Proposer’s Qualification Questionnaire

1.

a.

State the number of years your business organization has been doing business in Texas.

Years
1.

b.

State the number of years your business organization has been doing business duly certified by the State of Texas or licensed in a county in Texas.

Years
2.

Has the proposer or any principals of the organizations failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, been declared to be in default of a contract or had appraisals rejected by your client in the last five (5) years? If so, state where, when, and why?
3.

The following are named as three (3) references - public entities, corporations, or individuals for which you have provided similar services:
4.

State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

(Legal Name of Bidder)

(a)

The business is a

(Insert form of business entity)

(b)

The address of the principal place of business is:

(c)

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

(d) If a corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of the State of Texas.

Date	<hr/>
Proposer	<hr/>
By	<hr/>
Title	<hr/>
Mailing Address	<hr/>

# References

Contractor shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Texas.

1.

Company Name

Contact Name and Title

Address

Phone Number

Duration of Contract or business relationship
2.

Company Name

Contact Name and Title

Address

Phone Number

Duration of Contract or business relationship
3.

Company Name

Contact Name and Title

Address

Phone Number

Duration of Contract or business relationship

# Appendix B

## Sample Forms

THE CITY OF			
DEBRIS LOAD TICKET			
CONTRACTOR NAME			
Ticket No. 123456			
Load Site Location: (NE, NW, SE, SW)			
Date:		Zone:	
Truck No:		Capacity (CY):	
Total Debris Volume:		(CY, TON)	
Dump Site:			
DEBRIS CLASSIFICATION (Check only one box)			
	Vegetation		
	C&D (Construction and Demolition)		
	Mixed (Veg. And C&D)		
	Other		
Comments:			
Monitor Name: (Print Name Verify Load Ticket)			
Load Site:			
Dump Site:			
Contractor:			

Note: This form is an example only. Contractor is expected to provide the form(s) meeting the current FEMA requirements in effect for the event.

EMERGENCY DEBRIS CLEARANCE – DAILY TIME VERIFICATION REPORT					
CONTRACTOR:			DATE:		
Equip / Crew Type	Equip / Crew Number	Total Shift Hours	Total Hours Idle	Total Hours	Location
TOTAL HOURS:					

Monitor’s Name: \_\_\_\_\_ (Please Print Name)

Contractor Agent’s Name: \_\_\_\_\_ (Please Print Name)

Note: This form is an example only. Contractor is expected to provide the form(s) meeting the current FEMA requirements in effect for the event.



DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT					
CONTRACTOR:		TDSR LOCATION:		DATE:	DEBRIS TYPE:
Truck No.		Capacity	C.Y. Total	COMMENTS	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
TOTAL CUBIC YARDS:					

Monitor’s Name: \_\_\_\_\_ (Please Print Name)

Contractor Agent’s Name: \_\_\_\_\_ (Please Print Name)

Note: This form is an example only. Contractor is expected to provide the form(s) meeting the current FEMA requirements in effect for the event.

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT						
CONTRACTOR:		TDSR LOCATION:		DATE:		DEBRIS TYPE:
Truck No.		Stump No.	Stump Size	24" to 48"	49" to 72"	73" and <
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
DAILY STUMP TOTALS:						

Monitor’s Name: \_\_\_\_\_ (Please Print Name)

Contractor Agent’s Name: \_\_\_\_\_ (Please Print Name)

Note: This form is an example only. Contractor is expected to provide the form(s) meeting the current FEMA requirements in effect for the event.



DRAFT Contract

**CONTRACT TO PROVIDE  
DISASTER DEBRIS RECOVERY SERVICES**

**By and Between**

**THE CITY OF EAST BERNARD, TEXAS**

**and**

\_\_\_\_\_

THIS CONTRACT is made and entered into on the dates hereinafter indicated, by and between the City of East Bernard, Texas hereinafter referred to as the “CITY”, a political subdivision of the State of Texas, and \_\_\_\_\_, hereinafter referred to as “CONTRACTOR”, a (non-Texas or Texas) corporation authorized to do and doing business in the State of \_\_\_\_\_, represented herein by its \_\_\_\_\_, duly authorized.

**WITNESSETH:**

**WHEREAS**, CITY prepared and issued a formal Request for Proposal for Disaster Debris Removal dated \_\_\_\_\_, requesting proposals from qualified firms to provide DISASTER DEBRIS REMOVAL SERVICES hereinafter referred to as “the Request”, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”; and

**WHEREAS**, CONTRACTOR submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated \_\_\_\_\_, hereinafter referred to as “the Proposal”, a copy of which is attached hereto and incorporated herein by reference as Exhibit “B”; and

**WHEREAS**, CONTRACTOR submitted “Price Proposal” in furtherance of its proposal to provide DISASTER DEBRIS REMOVAL SERVICES dated \_\_\_\_\_, hereinafter referred to as “Fee Schedule”, a copy of which is attached hereto and incorporated herein by reference as Exhibit “C”; and

**WHEREAS**, CITY and \_\_\_\_\_ are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein, CITY and CONTRACTOR hereby agree as follows, to-wit:

## **SECTION 1 – GENERAL**

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Mayor.

CONTRACTOR will provide disaster debris collection, processing, and disposal services to CITY in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing, and disposal services.
2. The Request for Proposal (“Exhibit A”)
3. The Proposal (“Exhibit B”)
4. Fee Schedule (“Exhibit C”)

## **SECTION 2 – SCOPE OF SERVICES**

CITY hereby engages CONTRACTOR to provide disaster debris collection, processing, and disposal services in accordance with the terms and conditions stated in Exhibit A. The Scope of Services specifically includes those items listed in “Scope of Services (“Exhibit A”)”. This Contract is a post-event emergency contract to be activated by CITY as a direct result of a disaster which has caused an emergency or disaster-related event such as, but not limited to, hurricane, floods and destruction to buildings and other structures. The use of CONTRACTOR’s services under this Contract will therefore be on an as-needed basis as requested by CITY. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

## **SECTION 3 - MAXIMUM CONTRACT AMOUNT**

The Contract is based on Unit Pricing as set forth in CONTRACTOR’s Fee Schedule (dated \_\_\_\_\_) which is attached hereto as “Exhibit C” and incorporated herein by reference.

## **SECTION 4 – CONTRACT PERIOD**

The contract period shall be for two (2) years and will begin as of the date on the Notice of Award. Contract term will not exceed a period of two (2) consecutive years.

## **SECTION 5 – OWNERSHIP OF DEBRIS**

Unless otherwise directed by CITY, titled, or registered debris (such as vehicles or boats) will not be loaded and removed by CONTRACTOR and such titled or registered debris shall not become property of CONTRACTOR.

## **SECTION 6 - AUDIT OF RECORDS**

The monitoring and auditing of CONTRACTOR's records shall be allowed to CITY's Finance Department and any other appropriate CITY entities, or other third parties as designated by CITY.

## **SECTION 7 – INSURANCE AND BOND REQUIREMENTS**

The Insurance and Bond Requirements are to comply with the insurance and bond requirements stated in the original RFP per Exhibit "A."

For contractor that will be first on scene, bonds are furnished within ten (10) Days of the execution of the Contract. All other contractors furnish these bonds within five days of notice to proceed. Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of The Performance Bond shall remain in force one year after final completion of the work. Payment Bond in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or materials to CONTRACTOR or his subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after final completion of the work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court. Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Texas. The bonds shall be made payable and acceptable to the City. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Texas or whose principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

## **SECTION 8 – TERMINATION**

This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed

and accepted by the CITY. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with such thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the CONTRACTOR, or any other articulable cause, the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR which shall take effect immediately or at a time directed by the CITY. At the CITY's discretion, a cure period may or may not be afforded CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

#### **SECTION 9 – INDEPENDENT CONTRACTOR**

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, CONTRACTOR shall be acting in the capacity of independent contractor and not as an employee of CITY. CITY shall not be obligated to any person, firm, corporation, or other entity of any obligation of CONTRACTOR arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties.

CONTRACTOR shall at all times remain an independent contractor with respect to the services to be performed under this Contract. CONTRACTOR understands and agrees that CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of CONTRACTOR, as CONTRACTOR is an independent contractor.

#### **SECTION 10 – CONTRACT EXECUTION AND AMENDMENT**

This Contract, together with Exhibit A, B and C represent the entire agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

#### **SECTION 11 – APPLICABLE LAW AND VENUE**

This Contract shall be consummated in the State of Texas and shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in the District Court of Wharton County Texas, Wharton County, STATE of TEXAS and by entering into this Contract, CONTRACTOR expressly waives any objections it has or may have to jurisdiction and venue, regardless of CONTRACTOR's residence or domicile.

**SECTION 12 – INDEMNIFICATION**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of East Bernard, its officers, agents, officials, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform contractor's obligations pursuant to this contract.

**SECTION 13 – NOTICES**

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered, or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to CITY at the following address:

City of East Bernard  
Renee Norton/City Secretary  
704 Church St.  
East Bernard, TX 77435

Notices should be sent to CONTRACTOR at the following address:

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

**SECTION 14 – SEVERABILITY**

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Texas. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining



provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

**SECTION 15 – ASSIGNMENT**

This Contract may not be assigned or transferred at any time to any person, firm, corporation, or other legal entity except with the express prior written approval of CITY.

**IN WITNESS WHEREOF**, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

**ATTEST:**

**CITY OF EAST BERNARD, TEXAS**

\_\_\_\_\_  
**Renee Norton, City Secretary**

By: \_\_\_\_\_  
**Lance Rejsek, Mayor**

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

**WITNESS:**

**CONTRACTOR**

\_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the CITY Attorney**