

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**SERVICE CONTRACT**

**C-15-258b-09-15**

**THIS CONTRACT** is made and entered into this **15th** day of **September, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Philips & Jordan, Incorporated** ("Company").

**WHEREAS**, Company has proposed and agreed to provide Emergency Debris Management Services (the "Services") in accordance with the following:

- a. H-GACBuy Request for Proposals (Proposal CE-2012-10-001) ("Proposal"), dated November 08, 2012,
- b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 22, 2015, and
- c. HGAC Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal, Form, and Worksheet (sometimes collectively the "Proposal Package") are incorporated and attached as Exhibits A, B, and C respectively;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the terms and conditions of the Proposal Package,

the Commissioners Court of County awarded the contract bid to Company.

**NOW, THEREFORE,** in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as a Tertiary Vendor provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The term of this Agreement shall begin on the date written above through December 31, 2016 and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for two (2) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

County will award debris management services contracts to a "Primary", "Secondary" and "Tertiary" vendor for services to be rendered through effective period of this Contract.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of

new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:           The County of Hidalgo  
                                  Attn: County Judge

302 W. University Drive  
Edinburg, Texas 78539

If to Company: Phillips & Jordan, Incorporated (Tertiary)  
Attn: Julie Glenn, Disaster Services Coordinator  
10201 Parkside Drive, #300  
Knoxville, TN 37922

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts

to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_,

2015.

COUNTY OF HIDALGO

COMPANY: PHILLIPS AND JORDAN, INC.

Ramon Garcia  
Ramon Garcia, County Judge

John E. West  
John E. West, Vice Pres.

ATTEST:

Arturo Guajardo Jr.  
Arturo Guajardo, Jr., County Clerk

APPROVED BY  
COMMISSIONERS' COURT  
ON: 9/15/15 *AW*

Attest:  
Janet D. Crain  
Phillips and Jordan, Inc.  
Assistant Corp



APPROVED AS TO FORM  
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain  
Stephen L. Crain, Attorney

- Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
- Exhibit B: H-GAC Buy Request for Proposals (Proposal CE-2012-10-001)
- Exhibit C: Contractor Pricing Worksheet
- Exhibit D: Insurance

# **EXHIBIT "A"**

H-GAC DISASTER DEBRIS CLEARANCE AND  
REMOVAL SERVICES END USER SERVICE REQUEST  
AND REQUESTED SERVICES CHECKLIST FORM



# DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES END USER SERVICE REQUEST FORM

## Introduction

The purpose of the End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and to be sent to the H-GAC contact listed at the bottom of the last page.

## Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the information following to all H-GAC pre-qualified debris removal vendors for bid development.

## End User Service Request Form

Please read each of the sections of this End User Service Request Form thoroughly and complete sections one through four to the best of your knowledge. After reviewing the pricing methodology in section five, sign the form on the last page and send it to the address provided underneath the signature section.

### 1. INITIAL END USER DATA

The first section is designed to provide H-GAC and pre-qualified vendors with basic contact information about your community. Should your community wish to additionally include other jurisdictions, or public organizations in this service request, please identify them in Section 1.3.

#### 1.1 End User Identification

Name of organization: County of Hidalgo, Texas

#### 1.2 End User Primary Point of Contact

Name: Ricardo Saldana or Mario Betancourt

Title: EMC / Deputy EMC

Organization: County of Hidalgo Office of Emergency Management

Primary phone: 956-318-2615

Secondary phone: 956-318-2600

E-mail: ricardo.saldana@co.hidalgo.tx.us ( or )  
mario.betancourt@co.hidago.tx.us

**1.3 List any additional organizations for which debris services should be provided through this contract**

In some instances, an End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a county may act as the End User, however debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

At this time its unknown

**1.4 Total population within End User service area**

Please provide a breakout of population between all parties that may be serviced under this agreement.

831,000

**1.5 Total households within End User service area**

Please provide a breakout of households between all parties that may be serviced under this agreement.

256, 745

**2. HAZARD/RISK DATA**

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

**2.1 End User hazards or risks**

Please include debris-generating events that may affect the End User service area.

Flooding, Hurricanes, Tropical Storms, Tornados, , Sever Thunder Storms ,Hail Storms, and High Winds.

---

---

**2.2 Previous debris-generating events**

Please include information about these events within the last 15 years. If available please include the name of the event (if hurricane or tornado include the category), estimated cubic yards of debris generated by the event and characteristics of debris.

Hurricane Dolly, (650,000 cubic yards )  
\_\_\_\_\_  
Hurricane Alex , we conducted more water removal ( pumping operation )  
\_\_\_\_\_  
\_\_\_\_\_

**3. DEBRIS CHARACTERISTICS**

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

**3.1 Estimated number of road miles maintained by the End User (and included parties)**

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TxDOT) and private roads that are located within the End User service area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

\_\_\_\_\_  
1996 miles  
\_\_\_\_\_  
\_\_\_\_\_

**3.2 Estimated number of square miles within the End User service area**

1570 sq. miles  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)**

Parks: 22  
\_\_\_\_\_  
Other public facilities: \_\_\_\_\_

**3.4 Estimated number of Debris Management Sites (DMS) User**

Name of DMS 1: \_\_\_\_\_

Physical address: \_\_\_\_\_

Site GPS coordinates: \_\_\_\_\_

Estimated number of usable acres: \_\_\_\_\_

Reduction method: \_\_\_\_\_

Debris accepted at DMS  
(vegetative, C&D, white goods, etc.): \_\_\_\_\_

Name of DMS 2: \_\_\_\_\_

Physical address: \_\_\_\_\_

Site GPS coordinates: \_\_\_\_\_

Estimated number of usable acres: \_\_\_\_\_

Reduction method: \_\_\_\_\_

Debris accepted at DMS  
(vegetative, C&D, white goods, etc.): \_\_\_\_\_

Name of DMS 3: \_\_\_\_\_

Physical address: \_\_\_\_\_

Site GPS coordinates: \_\_\_\_\_

Estimated number of usable acres: \_\_\_\_\_

Reduction method: \_\_\_\_\_

Debris accepted at DMS  
(vegetative, C&D, white goods, etc.): \_\_\_\_\_

Name of DMS 4: \_\_\_\_\_

Physical address: \_\_\_\_\_

Site GPS coordinates: \_\_\_\_\_

Estimated number of usable acres: \_\_\_\_\_

Reduction method: \_\_\_\_\_

Debris accepted at DMS  
(vegetative, C&D, white goods, etc.): \_\_\_\_\_

**3.5 Name and Locations of Final Disposal Sites  
(i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)**

Name of facility: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Site GPS coordinates: \_\_\_\_\_  
Type of facility  
(landfill, beneficial use, etc.): \_\_\_\_\_  
Debris accepted  
(vegetative, C&D, white goods, metal, etc.): \_\_\_\_\_

Name of facility: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Site GPS coordinates: \_\_\_\_\_  
Type of facility  
(landfill, beneficial use, etc.): \_\_\_\_\_  
Debris accepted  
(vegetative, C&D, white goods, metal, etc.): \_\_\_\_\_

Name of facility: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Site GPS coordinates: \_\_\_\_\_  
Type of facility  
(landfill, beneficial use, etc.): \_\_\_\_\_  
Debris accepted  
(vegetative, C&D, white goods, metal, etc.): \_\_\_\_\_

Name of facility: \_\_\_\_\_  
Physical address: \_\_\_\_\_  
Site GPS coordinates: \_\_\_\_\_  
Type of facility  
(landfill, beneficial use, etc.): \_\_\_\_\_  
Debris accepted  
(vegetative, C&D, white goods, metal, etc.): \_\_\_\_\_

**3.6 Please indicate the level of vegetation density within your community**

This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

High       Medium       Light

**3.7 Please indicate the level of commercial structure density within your community**

Take into account areas that are not solely single-family residential, but include small retail stores,

schools, apartments, shopping centers, and light industrial/manufacturing facilities.

X High       Medium       Light

**4. ADDITIONAL INFORMATION**

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent to understanding the End User and End User Service Area.

**4.1 Ancillary Services**

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

Portable pumps , Emergency Generators, Training, satellite phones , temporary office space, Emergency Ice and Bottle water.

---

---

---

**4.2 Debris Management Plan**

If you have a debris management plan, please provide a copy of the plan along with the form. N/A

**4.3 Other**

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service area.

To use local sub- contactors for hauling of debris

---

Assist in creating a debris management plan

---

---

**4.4 Requested Information**

Please check the appropriate boxes below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

X Copy of H-GAC Phase 1 – Request for Proposals (RFP)

X Copy of H-GAC Phase 1 – Evaluation Matrix

X Copy of H-GAC Phase 1 – Scoring Sheet

X Vendors' Corporate Summary (Limit: 1 page)

X Vendors' List of all standing pre-event contracts (Limit: 1 page)

X Vendors' List of past clients/projects (Limit: 1 page)

X Vendors' list of training/educational services (Limit: 1 page)

X Yes, I will be requesting an oral interview with some or all vendors

X  No, I do not wish to have any of the vendors contact our organization

Deadline for vendors to submit information

(enter date: XX/XX/20XX)

**5. PRICING METHODOLOGY**

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to End User.

**5.1 Limits of Price Adjustments**

Price change requests MUST be supported with substantive documentation (e.g. manufacturer’s price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR’S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2013 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

**5.2 Approval of Price Changes**

No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User’s written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

**5.3 Right to Accept or Reject Price Change**

All pricing shall remain in effect for the initial four-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit prices and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

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

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

**Please return completed form to:**  
Cheryl Mergo, H-GAC  
Sustainable Development Program Manager  
Community and Environmental Planning Department  
Houston-Galveston Area Council  
P.O. Box 22777, Houston, TX 77227-2777

<b>Contact:</b>	Phone (713) 993-4520 and Fax (713) 993-4503 <u><a href="mailto:cheryl.mergo@h-gac.com">cheryl.mergo@h-gac.com</a></u>
-----------------	--



## DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES STANDARD SERVICES REQUESTED CHECKLIST

Please provide contact information and indicate the services you wish the debris hauler to including in pricing.

End User: County of Hidalgo

Contact Ricardo Saldana or Mario Betancourt  
person:

Phone: 956-318-2615

Email: ricardo.saldana@co.hidalgo.tx.us (or ) mario.betancourt@co.hidalgo.tx.us

Service	Yes or No
Emergency road clearance	<u>Y</u>
Right of way (ROW) vegetative debris removal	<u>Y</u>
ROW construction and demolition debris (C&D) removal	<u>Y</u>
Demolition, removal, and transport of structures <u>Yes on county property and No Private Property</u>	
Debris management site (DMS) management and operations	<u>Y</u>
Grinding (reduction of storm generated debris)	<u>Y</u>
Incineration (reduction of storm generated debris)	<u>Y</u>
Haul-out of reduced debris to final disposal site	<u>Y</u>
Removal of hazardous leaning trees and hanging limbs	<u>Y</u>
Removal of hazardous stumps	<u>Y</u>
Household hazardous waste removal, transport, and disposal	<u>Y</u>
Used electronics removal	<u>Y</u>
Abandoned vessel and vehicle removal	<u>N</u>
Animal carcass removal and disposal	<u>N</u>
ROW white goods debris removal	<u>Y</u>
Freon removal	<u>Y</u>
Asbestos removal	<u>Y</u>
Other:	
<b>Ancillary services:</b>	
Emergency ice and water delivery	<u>Y</u>
Emergency power generation	<u>Y</u>
Satellite phones	<u>Y</u>
Temporary office space	<u>Y</u>
Emergency fuel supplies	<u>N</u>
Emergency quarters and hygiene facilities	<u>Y</u>
Other: <u>PORTABLE PUMPS 6" , 8" , 10" and 12"</u>	<u>Y</u>

# **EXHIBIT "B"**

H-GACBUY REQUEST FOR PROPOSALS  
(PROPOSAL CE-2012-10-001)

**Request for Proposals  
for  
Disaster Debris Clearance and Removal Services**

***PROPOSAL NUMBER: HGAC-CE-2012-10-001***

***Proposal Deadline:***  
November 8, 2012  
1:00 p.m. CST

# HOUSTON-GALVESTON AREA COUNCIL

## Request for Proposals

for

### Disaster Debris Clearance and Removal Services

#### INTRODUCTION

The Houston-Galveston Area Council (H-GAC) Purchasing Program is a government-to-government procurement service available nationwide. Governmental entities have been procuring products and services through the program for over 30 years. As a unit of local government assisting other local governments, H-GAC strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

To streamline the procurement process for END USERS (municipalities, counties, school districts, etc.) participating in the H-GAC Purchasing Program, H-GAC has developed a comprehensive procurement process for disaster debris removal services. H-GAC's decision to pursue the development of a debris removal services procurement program was based in large part on:

- H-GAC's ongoing commitment to help END USERS reduce costs and streamline procurement processes through H-GAC's government-to-government procurement services;
- The Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Possible changes to the FEMA Public Assistance Grant Program that includes a 5 percent increase in federal cost-share (not to exceed 100 percent) if local governments meet the requirements concerning debris management (that is, disposal site identification, pre-event contracts, and debris management plan).

*FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. The H-GAC Purchasing Program is intended to be utilized following disasters and during normal operations.*

H-GAC has developed a two-phase comprehensive procurement process for disaster debris removal services. The H-GAC Purchasing Program provides END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the END USER'S exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass the typical aspects of the debris removal contracting process, other than pricing. H-GAC will issue a request for proposals (RFP) for disaster debris services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the CONTRACTOR'S experience and qualifications. This information may include the following criteria:

- Qualifications of the CONTRACTOR, including recent debris removal experience;
- Documented knowledge of Federal, State, and Local emergency management agencies;
- Verifiable references for similar contracts;

- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of the first phase of the procurement process is to develop a pool of most qualified CONTRACTORS who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will be a four-year blanket contract. H-GAC reserves the right to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected for this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER. Their selection indicates only that the firm is now a preferred vendor.

The second phase of the procurement process, which will continue throughout the contract term, focuses on establishing a disaster debris clearance and removal service agreement with an END USER. This process begins when an END USER expresses interest in procuring disaster debris services by submitting a formal letter of interest/form to H-GAC. This letter of interest/form will require the END USER to provide information regarding the unique attributes of the END USER'S service area and requirements specific to the END USER. These requirements may include but not be limited to the following:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of debris management sites (DMS);
- Level of vegetation; and
- Number of commercial structures.

Once H-GAC accepts the END USER'S letter of interest/form, the information will be submitted to the pool of pre-selected CONTRACTORS to elicit prices for each of the rate categories. H-GAC will collect the documentation and pricing, and will provide the findings to the END USER for final selection. A sample pricing schedule has been attached to this RFP as Appendix A. The pricing schedule corresponds to Section 5 of this RFP.

The END USER will be responsible for the remainder of the procurement process. H-GAC will not be involved in the remainder of the procurement process. The final contract awarded will be binding between the END USER and the CONTRACTOR.

All aspects of the procurement process comply with Federal and State statutes and FEMA procurement and contracting recommendations.

The purpose of this RFP is to identify the CONTRACTOR best suited to assist member END USERS with disaster debris clearance and removal. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and

member END USERS. H-GAC is seeking to enter into a four-year contract with the option to extend two, one-year intervals beginning January 2013. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if necessary.

## Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

### 1.1 Submittal Deadline

The deadline for the submittal of PROPOSALS is November 8, 2012, at 1:00 p.m. (Central Time) CT.

### 1.2 Submittal Procedure

H-GAC will only accept electronic submittals. PROPOSERS may submit proposals on a CD-ROM via hand delivery, FedEx, or regular mail, or through a secure FTP site. Please see the instructions below for each delivery method.

Include the assigned Control Number located on the first page of the Request for Proposal (RFP) in the e-mail subject line.

#### **For submittal via CD-ROM:**

Hand deliver or FedEx to:  
Ms. Cheryl Mergo, Sustainable Development Program Manager  
Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, TX 77027

#### **OR**

Mail to:

Ms. Cheryl Mergo, Sustainable Development Program Manager  
Houston-Galveston Area Council  
PO Box 22777  
Houston, TX 77227-2777

#### **For submittal via a secure FTP site:**

No later than one week before proposals are due, the PROPOSER must request a personalized login and password to their private FTP site. Requests should be submitted to Ms. Mergo at [cheryl.mergo@h-gac.com](mailto:cheryl.mergo@h-gac.com). Once the proposal has been uploaded to the site, the PROPOSER must e-mail Ms. Mergo to confirm submittal. Only H-GAC will have access to the information posted on the site.

The deadline for the submittal of proposals is November 8, 2012, at 1:00 p.m. CT. H-GAC shall date-time stamp all proposals upon receipt. Proposals received after this date and time will not be accepted. Proposals may be submitted to the H-GAC office any time prior to the deadline.

**Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP.** PROPOSERS, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to H-GAC.

### 1.3 Calendar of Events for RFP Award Process

Pre-release of draft RFP:	October 9, 2012
Vendor questions regarding draft RFP due:	October 12, 2012

Release final RFP:	October 22, 2012
Pre-proposal conference via call/webinar:	October 26, 2012, 9:00 a.m.
Vendor questions regarding final RFP due:	October 26, 2012, 5:00 p.m.
Addenda released if required:	October 30, 2012
Proposals due:	November 8, 2012, 1:00 p.m. CT
Selection notification:	December 18, 2012

***Note: There will be no public proposal opening meeting.***

#### **1.4 Pre-proposal Conference**

A pre-proposal conference will be held at 9:00 a.m. CST, on October 26, 2012, via conference call and webinar. You must register for the webinar. Register at <https://www3.gotomeeting.com/register/796895878>. Interested PROPOSERS should plan to participate. It will be assumed that potential PROPOSERS attending this conference will have reviewed the RFP in detail and are prepared to raise any substantive questions that have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via e-mail or fax, prior to the pre-proposal conference. **No additional questions regarding the RFP will be accepted after 5:00 p.m. CT on the day of the pre-proposal conference.** Questions submitted in advance should be sent to Ms. Cheryl Mergo, Sustainable Development Program Manager, via e-mail at [Cheryl.mergo@h-gac.com](mailto:Cheryl.mergo@h-gac.com). All questions and answers from the pre-proposal conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

#### **1.5 Terms of Agreement**

- 1.5.1 The initial term of this CONTRACT shall be for a period of four (4) years from the date of award.
- 1.5.2 The term of the initial contract will be January 1, 2013, to December 31, 2016.
- 1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees, that the contract may be extended for up to two (2) additional twelve (12)-month periods. If H-GAC wishes to exercise this right, it shall notify the CONTRACTOR.
- 1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal.)
- 1.5.5 If a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the CONTRACT will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

#### **1.6 Interpreting Specifications**

The specifications and product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals to provide a complete product and service package that meets its overall requirements. Although specific equipment and system references are included in this RFP for guidance, they are not intended to preclude

PROPOSERS from recommending alternative solutions offering comparable or better performance or value to H-GAC.

Changes in the specifications, terms, and conditions of this RFP will be made in writing by H-GAC prior to the proposal due date. Results of informal meetings or discussions between potential PROPOSERS and any H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

**1.7 Non-Responders to RFP**

If unable to submit a proposal, please contact H-GAC in writing to provide reason for not submitting a proposal. Reasons for non-response to the RFP may be submitted to Ms. Cheryl Mergo at [cheryl.mergo@h-gac.com](mailto:cheryl.mergo@h-gac.com).

## **Section 2: PROPOSAL OUTLINE AND CONTENT**

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. PROPOSERS are encouraged to include additional relevant information. At PROPOSERS' option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

### **2.1 Proposal Format**

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels which identify the sections of the Proposal.

### **2.2 Letter of Transmittal**

The letter of transmittal should be limited to one (1) page and should include:

- 2.2.1 A brief statement that the PROPOSER understands of the work to be done.
- 2.2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.
- 2.2.3 A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
- 2.2.4 A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

### **2.3 Title Page**

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

### **2.4 Table of Contents**

The contents should be identified by section, description, and page number.

### **2.5 Recommendations/Exceptions**

If your organization takes exception to the equipment and/or services requested in the RFP, please state specifically within your proposal your objection. Deviations shall be acceptable to H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

### **2.6 Trade Secret Information**

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

## **2.7 Certificate of Registration**

The PROPOSER must furnish a "Certificate of Registration" that identifies the States the PROPOSER is authorized to conduct business in prior to the awarding of the contract. Within the State of Texas, registration can be obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

## **2.8 Capabilities and Related Experience**

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

## **2.9 Qualifications of Key Personnel**

PROPOSERS must provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. PROPOSERS should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

## **2.10 Description of Work**

Detailed requirements for the description of work, scope of services and proposed costs are provided in Scope of Work.

## **2.11 Technical Proposal**

- 2.11.1 PROPOSERS should, at a minimum, provide the following information listed below. Each section shall be provided in the order listed below:
- 2.11.2 PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- 2.11.3 PROPOSER technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters
- 2.11.4 Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER
- 2.11.5 Training and professional experience (include all professional certifications)
- 2.11.6 A list of existing contracts, particularly those within the State of Texas
- 2.11.7 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- 2.11.8 A list of SUB-CONTRACTORS showing/including primary operating location
- 2.11.9 Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- 2.11.10 Detailed listing of CONTRACTOR'S equipment and resources

- 2.11.11A mobilization and operations plan
- 2.11.12 Construction drawings for OSHA-compliant temporary inspection towers
- 2.11.13 Anti-Collusion Statement
- 2.11.14 PROPOSER'S equipment and resource list – PROPOSERS shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.
- 2.11.15 Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.
- 2.11.16 Contingency Plan – PROPOSERS shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
- 2.11.17 Employee Training and Medical Monitoring – PROPOSERS shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 2.11.18 Description of PROPOSER'S Safety Record – PROPOSERS shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the PROPOSER.
- 2.11.19 Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

## **2.12 Safety**

PROPOSER shall be solely responsible for maintaining safety at all work sites. PROPOSER shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. PROPOSER 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.

## **2.13 Generator Status and Indemnification**

In order to protect H-GAC and END USERS from liabilities associated with on-site activities, transportation, and inherent CERCLA liabilities involving disposal, the CONTRACTOR should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facility. The CONTRACTOR must agree to assume generator status and be responsible for preparing and signing all manifests related to the END USER'S household hazardous collection and/or disposal facility.

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

1. CONTRACTOR'S and/or its agents', employees', officers', directors', or SUB-

- CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and
  3. H-GAC/END USERS' and CONTRACTOR'S actual or alleged strict products liability or strict statutory liability, whether CONTRACTOR is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold H-GAC/END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

#### **2.14 Release**

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers, and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this Contract.

#### **2.15 Insurance Requirements**

The CONTRACTOR shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing H-GAC as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name H-GAC as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and Employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. CONTRACTOR'S failure to maintain the required insurance coverage at any time during the Contract period may be grounds for H-GAC to suspend the Contract and for END USERS to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
  - a. Each occurrence not less than \$1,000,000
  - b. General aggregate not less than \$2,000,000
  - c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations
2. Worker's Compensation and Employer's Liability Insurance
  - a. Employers' Liability insurance of \$1,000,000 per occurrence
  - b. Worker's Compensation as required by statute

3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
  - a. Combined Single Limit of \$1,000,000 per occurrence
4. Environmental Impairment Liability and/or Pollution Liability
  - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate
5. Excess Liability
  - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
6. Other Insurance
  - a. If requested by H-GAC, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the CONTRACTOR hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that it shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, CONTRACTOR covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the CONTRACTOR to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against CONTRACTOR reduce the aggregated amount of coverage below the amounts required by the Agreement.

CONTRACTOR shall pay all insurance premiums, and H-GAC shall not be obligated to pay any premiums. CONTRACTOR shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against H-GAC.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the SUB-CONTRACTOR to cover their operations, and evidence such as insurance, satisfactory to H-GAC shall be furnished by the CONTRACTOR. In the event a SUB-CONTRACTOR is unable to furnish insurance in the limits required under the Agreement, the CONTRACTOR shall endorse the SUB-CONTRACTOR as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

**Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.**

## **2.16 Financial Assurance**

PROPOSERS must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant

with the RFP.

### **2.17 Conflict of Interest Questionnaire**

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website <http://www.ethics.state.tx.us/>. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website.

The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

## **Section 3: TERMS AND CONDITIONS**

### **3.1 Proper Use of Materials**

The PROPOSER shall use the information contained in this RFP only in the preparation of its proposal and other requested documentation. Any other use, dissemination, publication, or re-use of this information is expressly prohibited.

### **3.2 Trade Secret Information**

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

### **3.3 Recycling and Waste Management Hierarchy**

H-GAC recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable, and reusable products and materials. H-GAC also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Source reduction is the most preferred method, followed by recycling, and lastly disposal in combustion facilities and landfills. PROPOSERS are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

### **3.4 Non-Discrimination and Equal Opportunity**

The CONTRACTOR(S) agree to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

### **3.5 Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses**

It is the policy of H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC.

Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR(S) agree to comply with this policy if accepted.

### **3.6 Compliance with Americans with Disabilities Act (ADA)**

PROPOSERS shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal, PROPOSER acknowledges its intention to conform to the requirements of the Act. Failure to comply with ADA may cause H-GAC to suspend a contract with any successful PROPOSER.

### **3.7 Publicity**

Any publicity released by the PROPOSER giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of H-GAC.

### **3.8 Venue**

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded (directly with H-GAC) under these specifications, shall lie exclusively in Harris County, Texas.

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with contract awarded by the END USER under these specifications, shall lie exclusively in the END USER'S limits.

### **3.9 Terms, Conditions, and Exceptions**

3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.

3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.

3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, at any time during the proposal evaluation process.

3.9.4 The PROPOSER shall not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of proposal evaluation committees) for the purposes of influencing consideration of a proposal.

3.9.5 PROPOSER(S) shall not collude in any manner, or engage in any practice, with any other PROPOSER(S) which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, H-GAC can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.

3.9.6 All proposals submitted must be the original work product of the PROPOSERS.

The copying or paraphrasing of the work product of another PROPOSER is not permitted.

- 3.9.7 This RFP and the related responses of the selected PROPOSER will by reference (within either a Contract or Purchase Order) become part of any formal agreement with the selected PROPOSER and H-GAC.
- 3.9.8 H-GAC and the selected PROPOSER(S) may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.
- 3.9.9 CONTRACTOR personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by H-GAC.
- 3.9.10 PROPOSERS are advised that all H-GAC contracts are subject to legal requirements provided for in any applicable State, Local, and Federal statute.
- 3.9.11 The CONTRACTOR acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

1. Convenience

H-GAC may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the successful PROPOSER whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC and END USER participants. Upon receipt of Termination Notice, all services hereunder of the successful PROPOSER and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful PROPOSER shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for a participating local government ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER less compensation previously paid.

2. Default

If the successful PROPOSER fails to perform in accordance with the terms and conditions set forth in the Contract documents, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC may serve written notice upon the successful PROPOSER of its intention to terminate the Contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the successful PROPOSER shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the successful PROPOSER fails to cure or provide a satisfactory plan to cure, H-GAC may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to H-GAC any conditions, transactions, situation, or circumstances encountered by the CONTRACTOR which would impede or impair the proper and timely performance of the contract.
- 3.9.13 H-GAC has sole discretion and reserves the right to cancel this RFP or to reject any

or all proposals received prior to contract award.

- 3.9.14 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 3.9.16 After contract execution, the PROPOSER is the prime and responsible party for contracting and communicating the work to be performed to SUB-CONTRACTORS and for channeling other information between H-GAC and/or END USERS and SUB-CONTRACTORS, if necessary.
- 3.9.17 Prime CONTRACTOR assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime CONTRACTOR or is subcontracted to another organization.
- 3.9.18 If SUB-CONTRACTOR involvement is required in the use of license, patent, or proprietary process, the Prime CONTRACTOR is responsible for obtaining written authorization from the SUB-CONTRACTOR to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to H-GAC and/or END USER.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER shall constitute a material breach of this contract. In all instances, the CONTRACTOR must adhere to EPA treatment standards for treatment and disposal of wastes.
- 3.9.20 The PROPOSER represents and warrants by the submission of a proposal, for itself and its respective employees, officers, board members and agents, that its participation in this RFP process and, if selected, its engagement by H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 H-GAC and/or END USER reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the CONTRACTOR.

### **3.10 CONTRACTOR Warranties**

- 3.10.1 The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by END USER jurisdictions.
- 3.10.2 CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
- 3.10.3 CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify H-GAC of such loss.

3.10.4 The CONTRACTOR will ensure that all vehicles transporting disaster debris (SUB-CONTRACTORS included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

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

### **3.11 Preaudit**

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

### **3.12 Records Retention and Review**

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

### **3.13 Written Notice to Proceed**

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

### **3.14 Agreements with END USERS**

The END USER will enter into an Agreement with the CONTRACTOR through this Contract as described in CONTRACTOR'S proposal response. Termination of this Contract for any reason shall not result in the termination of the underlying END USER Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new END USER Agreement with the END USERS pursuant to this Contract.

### **3.15 Resolution of Protested Solicitations and Awards**

Any PROPOSER who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, up to 10 working days after first action by H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a PROPOSER to enter the grievance process, a written complaint must be sent to the Chief Financial Officer of H-GAC by certified mail which includes the following:

1. Name, mailing address, and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.

3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The PROPOSER may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

## **Section 4: TERMS AND DEFINITIONS**

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

### **4.1 Approved Final Disposal Site**

4.1.1 A final disposal site approved in writing by the END USER.

### **4.2 Authorized Representative**

4.2.1 END USER employees and/or contracted individuals designated by the END USER or END USER debris manager.

### **4.3 Cleanup Crew**

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

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

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

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

### **4.5 Debris**

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

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

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

### **4.7 Debris Manager**

4.7.1 The END USER will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

#### **4.8 Debris Removal**

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

#### **4.9 Demolition**

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

#### **4.10 Description of Designated Area**

4.10.1 The designated area for debris removal is bounded by END USER limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the END USER. Debris clearance and removal on roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the END USER. The END USER may also authorize the CONTRACTOR to remove debris from NON-END USER roadways or other areas as directed in writing by the END USER.

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

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

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

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

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

4.10.7 The CONTRACTOR will provide an on-site Project Manager to the END USER.

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

- 4.10.8 The END USER may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.
- a. DMS locations to be determined within the END USER service request form.
  - b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.
  - c. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available to be used as DMS(s).
  - d. The END USER does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the END USER.
  - e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other END USER-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.
- 4.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.
- 4.10.10 The END USER reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.
- 4.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the END USER. Depending on the category of the event, the END USER may request immediate mobilization.
- 4.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For END USERS, any project that requires a federal permit or receives federal funding is subject to

Section 7. The CONTRACTOR and END USER will comply with the findings of the Section 7 consultation, if applicable.

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

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

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

#### **4.12 Eligible**

4.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the END USER to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

#### **4.13 Endangered Species Act**

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

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

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

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

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

#### **4.15 Grinding**

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

#### **4.16 Hazardous Hanging Limbs**

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

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

#### **4.17 Hazardous Leaning Tree**

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

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

#### **4.18 Hazardous Stump**

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

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

#### **4.19 Historic Preservation**

4.19.1 In certain instances, debris operations may occur in designated areas (for example,

DMS locations or private property) that are subject to historical preservation rules and regulations.

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

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

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

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

#### **4.21 Monitor**

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

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

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

#### **4.23 Recycling**

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

#### **4.24 Refrigerant**

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

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

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

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

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

#### **4.27 Scale/Weigh Station**

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

#### **4.28 Tipping Fee**

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

#### **4.29 Used Electronics**

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

#### **4.30 Vegetative Debris**

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

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

#### **4.31 White Goods**

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

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

## **Section 5: SCOPE OF WORK AND RATE SCHEDULE ITEMS**

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUB-CONTRACTORS and to cover the expenses of a major recovery prior to being paid by the END USER. Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of one million (1,000,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

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

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

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

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

### **5.1 Emergency Road Clearance**

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

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

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

5.2.1 Vegetative debris in the END USER ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, END USER parks, alleys, END USER debris

staging areas, and other areas as designated by the END USER.

- 5.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 5.2.3 The CONTRACTOR will remove vegetative debris as directed by the END USER.
- 5.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.
- 5.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.
- 5.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific right-of-entry (ROE) legal and operational procedures.

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

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

- 5.3.1 C&D debris in the END USER ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, END USER parks, alleys, and END USER debris staging areas.
- 5.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 5.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the END USER.
- 5.3.4 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.
- 5.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.
- 5.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures.
- 5.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The END USER or authorized representative will

obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

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

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

- 5.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the END USER.
- 5.4.2 Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific ROE legal and operational procedures.
- 5.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- 5.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.
- 5.4.5 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.
- 5.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.
- 5.4.7 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the END USER. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from

the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.5.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- 5.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- 5.5.3 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.
- 5.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.
- 5.5.5 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

## **5.6 DMS Management and Operations**

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

- 5.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.
- 5.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and END USER as outlined in Section 4.10 Description of Designated Area.
- 5.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the END USER intends to use the alternate tonnage

price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the END USER'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional scales are required, certified scales must be operational within five (5) business days of the END USER'S written request.

- 5.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 5.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 5.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- 5.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).
- 5.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the END USER or its authorized representative on DMS locations.
- 5.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- 5.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- 5.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The END USER will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- 5.6.12 The CONTRACTOR shall provide tower(s) from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.
- 5.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.
- 5.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the END USER or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END

USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the END USER and TCEQ.

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

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

- 5.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 5.7.2 The CONTRACTOR must obtain the END USER'S approval to reduce C&D debris. If approved for reduction by the END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

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

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

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

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

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

- 5.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.
- 5.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- 5.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the END USER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the END USER prior to issuing any such authorization.
- 5.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-

party agreement between the disposal site owner/operator, the CONTRACTOR, and the END USER for permission to post an END USER inspector at the site for verification of each load disposed.

- 5.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting END USER specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the END USER'S request and certified scales must be operational within five (5) business days of the END USER'S request.
- 5.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- 5.9.7 The CONTRACTOR shall not receive any payment from the END USER for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the END USER.

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

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

- 5.10.1 Eligible hazardous leaning trees will be identified by the END USER or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the END USER or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
  - a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
  - b. The tree has a split trunk or broken branches that expose the heartwood.

- c. The tree has fallen or been uprooted within a public use area.
  - d. The tree is leaning at an angle greater than thirty (30) degrees.
- 5.10.2 Eligible hazardous hanging limbs will be identified by the END USER or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the END USER'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
- a. The limb is greater than two (2) inches in diameter.
  - b. The limb is still hanging in a tree and threatening a public use area.
  - c. The limb is located on improved public property.

### **5.11 Removal of Hazardous Stumps**

- 5.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the END USER ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 5.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) and will be removed under the terms and conditions of Section 5.2 of this RFP.
- 5.11.2 Eligible hazardous stumps will be identified by the END USER for removal. Removal and transportation of hazardous uprooted stumps in the END USER ROW and private property will be performed as identified by the END USER. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the END USER. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
  - b. Fifty (50) percent or more of the root ball is exposed.
  - c. The stump is on END USER ROW and poses an immediate threat to public health, safety, or welfare.

- 5.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 5.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1).
- 5.11.4 The END USER or its representative will measure and certify all stumps before removal.
- 5.11.5 Stumps shall only be collected after the END USER and the CONTRACTOR document and perform the following:
- a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
  - b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
  - c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
  - d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- 5.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

## **5.12 ROW White Goods Debris Removal**

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

- 5.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- 5.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 5.12.3 There are no disposal fees for residential white goods.

## **5.13 Used Electronics**

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

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

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

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

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

5.14.3 HHW from DMS

#### **5.15 Abandoned Vessel and Vehicle Removal**

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

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

#### **5.16 Animal Carcass Removal and Disposal**

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

5.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal

control agency.

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

#### **5.17 Other Debris Removal Work**

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

#### **5.18 Use of Local Resources**

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

#### **5.19 Working Hours**

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

5.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the END USER and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the END USER:

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

#### **5.20 Debris Site Tower Specifications**

The CONTRACTOR shall provide as many towers as designated by the END USER at each disposal site for the use of END USER representatives during their inspection of

dumping operations.

- 5.20.1 If ingress and egress of the DMS(s) is of significant distance that the END USER or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.
- 5.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.
- 5.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of END USER authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.
- 5.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the END USER due to unsuitable conditions at the tower.

## **5.21 Equipment**

- 5.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 5.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the END USER or authorized representative prior to its use by the CONTRACTOR.
- 5.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal

site.

- 5.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the END USER.
- 5.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the END USER following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

## **5.22 Traffic Control**

- 5.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- 5.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.
- 5.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- 5.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the END USER nor the END USER'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- 5.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- 5.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.
- 5.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

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

- 5.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the END USER. The CONTRACTOR will be responsible for any invoices submitted to the END USER (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The END USER reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the END USER prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, the END USER may have the work performed and charge the CONTRACTOR.
- 5.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.
- 5.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

#### **5.24 Existing Utilities**

- 5.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.
- 5.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

#### **5.25 Environmental Protection**

- 5.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.
- 5.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. The CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.
- 5.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

## **5.26 Documentation and Measurement**

- 5.26.1 Prior to beginning any work, the END USER or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an END USER authorized representative each time it returns to work from other contracts or communities.
- 5.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.
- 5.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project.
- 5.26.4 Load tickets will be provided by the END USER or its authorized representative for recording volumes of debris removal.
- a. Each load ticket shall consist of one original and four carbon-copy duplicates.
  - b. Load tickets will be issued by an END USER authorized representative at the loading site. The END USER will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the END USER authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER authorized representative present at the dump site. The END USER authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
  - c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the END USER.

## **5.27 Ownership of Debris**

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

- 5.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless

specifically directed by the END USER. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

5.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and END USER will establish a final disposal plan based on these mandates.

#### **5.28 END USER Responsibilities**

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

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

## Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by H-GAC using the following criteria:
  - a. **Proposal Requirements and Completeness of Proposal** **10 points**
  - b. **References, Experience, Reputation, and Compliance** **25 points**
    - Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
    - Personnel experience and training
    - Financial stability
  - c. **Debris Management Services** **40 points**
    - Degree of H-GAC and END USER liability in proposed debris management methods
    - Breadth of service and number of END USER contracts the CONTRACTOR can handle
    - Debris management methods and commitment to H-GAC and END USER debris management preferences
    - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
    - Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
    - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)
  - d. **Responsiveness of Proposal** **25 points**
    - Demonstrated understanding of H-GAC and END USER needs
    - Demonstrated understanding of requirements of the RFP and Contract
    - Quality of proposal and impressions of response as it relates to project
    - Additional services, ideas, or products that will benefit H-GAC and END USERS
2. There will be a maximum score of 100 points. PROPOSERS who score 75 points or higher will be eligible to receive an award. To meet the needs of H-GAC and END USERS, more than one PROPOSER may be recommended for award.
3. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, H-GAC, or others with relevant expertise.
4. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
5. Proposals containing false or misleading statements may be rejected if in H-GAC's opinion the information was intended to mislead regarding a requirement of the RFP.

6. During the evaluation process, H-GAC may require a PROPOSER'S representative to answer questions regarding the proposal. Failure of the PROPOSER'S to demonstrate that the claims made in its proposal are true may be sufficient cause for deeming a proposal non-responsive.

# Attachment 1 – FEMA Stump Conversion Table

## Stump Conversion Table

### Diameter to Volume Capacity

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

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

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		

**EXHIBIT "C"**  
CONTRACTOR PRICING WORKSHEET



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626 / Fax: (956) 318-2629

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Julie Glenn, Senior Vice President  
Philips & Jordan, Incorporated

via Email: [jglenn@pandj.com](mailto:jglenn@pandj.com)

From: Yvette Salinas, Buyer III  
For: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Dept.

Date: July 28, 2015

Re: Negotiation for -"Disaster Debris Clearance and Removal Services" (via H-GACBuy Request for Proposals (Proposal CE-2012-10-001)

Pursuant to action taken by Hidalgo County Commissioner's Court, please be advised that your organization has been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project as the third top ranked.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Friday, July 31, 2015. Based on the specifications outlined in the RFP, Phillips & Jordan believes that the pricing submitted with our original proposal is what will be required to perform the work.

**Best and final offer of the proposed contract at a discount rate of**

    0     % from prices submitted.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to [yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us).

Signed:  \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Printed Name: Steve Thompson

End User: [Enter Client Name]

SCHEDULE 4 - UNIT RATE PRICE SCHEDULE			
	To be Completed By Vendor	To be Completed By End User	
2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW to an approved DMS or other designated disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 8.25	10,155,000	\$ 83,778,750.00
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 8.50	3,385,000	\$ 28,772,500.00
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible non-RACM structures on private property.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 10.00	100	\$ 1,000.00
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dispose of eligible RACM structures on private property.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 13.00	100	\$ 1,300.00
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 1.25	13,540,000	\$ 16,925,000.00
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 2.00	10,155,000	\$ 20,310,000.00
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 2.00	3,385,000	\$ 6,770,000.00
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	\$ Per Cubic Yard	Estimated CY	Total
	\$ 5.00	2,840,300	\$ 14,201,500.00

Notes:  
[Enter notes as applicable or Erase]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)			
	To be Completed By Vendor	To be Completed By End User	
10 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off.	\$ Per Tree	Estimated Trees	Total
6 inch to 12 inch diameter	\$20.00	752	\$15,040.00
13 inch to 24 inch diameter	\$75.00	1,344	\$100,800.00
26 inch to 36 inch diameter	\$175.00	658	\$116,800.00
37 inch to 48 inch diameter	\$300.00	96	\$28,800.00
49 inch and larger diameter	\$550.00	18	\$10,400.00
Hanger Removal (2" or greater at the break and price per Tree)	\$89.00	108,836	\$9,695,304.00
11 Removal of Eligible Hazardous Stumps Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	\$ Per Stump	Estimated Stumps	Total
24.1 inch to 36 inch diameter	\$250.00	334	\$83,500.00
37 inch to 48 inch diameter	\$400.00	48	\$19,200.00
49 inch and larger diameter	\$600.00	8	\$4,800.00
12 Removal of Eligible White Goods Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	\$ Per Unit	Estimated Units	Total
	\$85.00	100	\$8,500.00
13 Removal of Eligible Used Electronics Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	\$ Per Unit	Estimated Units	Total
	\$18.00	50	\$900.00
14 Removal of HHW Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	\$ Per Pound	Estimated Units	Total
	\$20.00	100	\$2,000.00
45 Abandoned Eligible Vessel and Vehicle Removal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.	\$ Per Unit	Estimated Units	Total
		50	\$0.00
46 Eligible Animal Carcass Removal and Disposal Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.	\$ Per Unit/Pound	Estimated Units	Total
		400	\$0.00
<b>Total Estimated Contract Price</b>			<b>\$ 179,846,194.00</b>
<i>(Total Price in words:</i>			<i>\$ 179,846,194.00</i>

Notes:  
[Enter notes as applicable or Erase]

#NAME? P&J

Phillip Bick

End User: [Enter Client Name]

Notes:

[Enter notes as applicable or Gross]

Ancillary services:

Emergency ice and water delivery
Emergency power generation
Satellite phones
Temporary office space
Emergency quarters and hygiene facilities
Other: PORTABLE PUMPS 6", 8", 10" and 12"

Revised 7/2018

**Attachment 1: Ancillary Services Pricing Table – Revised 6/10/15**

Ancillary Item	Cost		
	Day	Week	Month
<b>Portable Pumps</b>			
6" Trash Pump	\$582	\$2,908	\$11,640
8" Trash Pump	\$650	\$3,250	\$13,000
10" Trash Pump	\$880	\$4,400	\$17,600
12" Trash Pump	\$1,360	\$6,800	\$27,200
1" Diaphragm Pump	\$200	\$1,000	\$4,000
2" Diaphragm Pump	\$275	\$1,375	\$5,500
2" Diaphragm Pump - SS	\$350	\$1,750	\$7,000
3" Diaphragm Pump	\$400	\$2,000	\$8,000
1" Suction or Discharge Hose per 100 ft	\$50	\$250	\$1,000
2" Suction or Discharge Hose per 100 ft	\$50	\$250	\$1,000
3" Suction or Discharge Hose per 100 ft	\$75	\$375	\$1,500
2" Chemical Suction or Discharge Hose per 100 ft	\$75	\$375	\$1,500
3" Chemical Suction or Discharge Hose per 100 ft	\$75	\$375	\$1,500
6" Intake Hose per 100 ft	\$125	\$625	\$2,500
8" Intake Hose per 100 ft	\$150	\$750	\$3,000
10" Intake Hose per 100 ft	\$175	\$875	\$3,500
12" Intake Hose per 100 ft	\$200	\$1,000	\$4,000
6" Outtake Hose per 100 ft	\$125	\$625	\$2,500
8" Outtake Hose per 100 ft	\$150	\$750	\$3,000
10" Outtake Hose per 100 ft	\$175	\$875	\$3,500
12" Outtake Hose per 100 ft	\$200	\$1,000	\$4,000
<b>Water/Ice</b>			
1-Liter bottled water in cases (12 per case)*		\$9.66	
1-Gallon bottled water in cases (4 per case)*		\$8.00	
Emergency Ice*		\$7.00 per 7 lb. bag	
<b>Power</b>			
20kw Generator	-	\$780 per week	-
56kw Generator	-	\$1,170 per week	-
100kw Generator	-	\$1,755 per week	-
175kw Generator	-	\$2,210 per week	-
240kw Generator	-	\$2,860 per week	-
320kw Generator	-	\$3,380 per week	-
500kw Generator	-	\$4,680 per week	-

**Attachment 1: Ancillary Services Pricing Table – Revised 6/10/15**

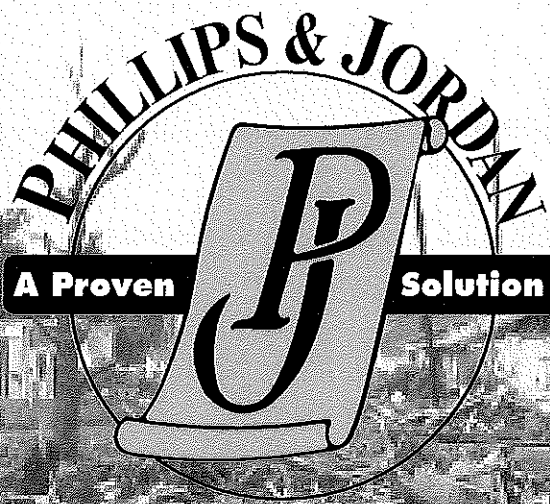
Ancillary Item	Cost		
1000kw Generator	-	\$7,800 per week	-
<b>Temporary Office Space</b>			
Temporary Office Trailer	\$125 per day	-	-
Mobile Command and Communications Trailer	\$85 per day plus Satellite usage	-	-
<b>Emergency Fuel</b>			
Actual documented cost of fuel by supplier plus a fixed fee of \$1.00/gallon for fuel management to include logistics and documentation of user/consumption to support FEMA documentation requirements for reimbursement of the management of the fuel.**			
<b>Meals Ready to Eat (MRE)</b>			
Heater Meals Entree	align="center">\$5.18 per meal with an order of 14,400 meals		
Heater Meals Plus	align="center">\$9.45 per meal with an order of 14,400 meals		
<b>SAT Phones</b>			
SAT Phones	\$50.00 per day	-	-
SAT Phones	align="center">\$1.00 per minute		
<b>Temporary Living and Hygiene Quarters</b>			
Sleeps 10	-	\$1,800 per week	-
Sleeps 10	-	\$1,800 per week	-
Take Down Charge	align="center">\$1,500		

\* *Trucking and storing will be invoiced at actual cost plus 20%.*

\*\* *Fuel cost to support force account equipment is not eligible for reimbursement, only the documented cost for delivery, logistics/management, and administration support to document. The cost of fuel is inclusive of the eligible hourly rate FEMA will accept for "force account" equipment use, reference 44 CFR § 206.228 Allowable Costs. Rates for equipment at fema.gov.*

NOTE: Costs presented herein do not include documented mobilization/de-mobilization cost from outside Hidalgo County, cost of personnel to install/set-up, operate, maintain, and relocate as may be required.

**This Page Left Intentionally Blank**



## Proposal For

Disaster Debris Clearance and Removal  
Services

### **Houston-Galveston Area Council**

3555 Timmons Lane, Suite 120

Houston, Texas 77027

P.O. Box 22777, Houston, Texas 77227-2777

**On Behalf of Hidalgo County, Texas**

Due: May 18, 2015 by 8:00 A.M.

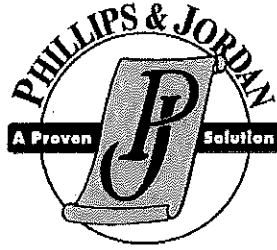
# ELECTRONIC COPY

Phillips & Jordan, Inc.

865.688.8342 • 10201 Parkside Drive, Suite 300 • Knoxville, TN 37922 • [pandj.com](http://pandj.com)

Contact: Heath Stone • [hstone@pandj.com](mailto:hstone@pandj.com)

**A PROVEN INNOVATOR. A PROVEN LEADER. A PROVEN SOLUTION.**



May 15, 2015

**Houston-Galveston Area Council**

3555 Timmons Lane, Suite 120

Houston, Texas 77027

P.O. Box 22777, Houston, Texas 77227-2777

**On Behalf of Hidalgo County, Texas**

**RE: Pricing and Qualifications for Disaster Debris Removal and Clearance Services**

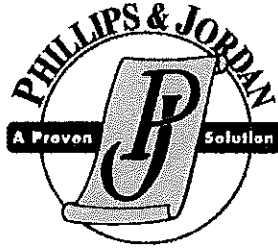
Phillips & Jordan, Incorporated (Phillips & Jordan) thanks you for the opportunity to present our pricing and qualifications for Disaster Debris Removal and Clearance Services by the Houston-Galveston Area Council (H-GAC). Phillips & Jordan offers 36 years of experience as a disaster debris management contractor and can provide the management team, equipment, personnel, and other necessary resources to respond rapidly and efficiently to a future disaster in Hidalgo County. Our disaster recovery work will also include the generation and collection of Federal Emergency Management Agency (FEMA) project documentation to validate the eligibility of our work and ensure maximum reimbursement.

The financial reimbursement that Hidalgo County will ultimately receive from FEMA through its Public Assistance (PA) Grant Program for disaster debris cost will be dependent on three major factors: (1) compliance with Super Circular 2, Subpart D – Post-Federal Award Requirements Standards for Financial and Program Management; (2) eligibility of work performed; and (3) the documentation to support incurred cost. Phillips & Jordan's philosophical approach to execution of a disaster debris management project is based on these same three factors.

To ensure compliance with Super Circular 2, Phillips & Jordan provides the required bid, payment, and performance bonds along with rates that can support FEMA "reasonable cost" criteria. As a project's scope and cost expand, we provide the increased bonding capacity necessary to reduce the financial risk to Hidalgo County.

As the contractor, we bare significant financial risk for cost associated with ineligible debris as well as the associated negative ethical implications. Phillips & Jordan accepts and manages this risk willingly. If we are requested by Hidalgo County to remove ineligible debris, the County will be asked to make that request in writing. If the County's monitoring firm directs us to remove ineligible debris, we will require them to provide that request in writing, and will notify the County regarding the request. Each of our clients is assigned an experienced Project Manager that has FEMA PA experience and understands current policy and documentation recommendations to support eligibility claims.

Phillips & Jordan has the capability to document and track our work with our Automated Debris Management System (ADMS). Our ADMS is one of only two systems currently approved by the



U.S. Army Corps of Engineers. This debris management documentation tool can provide a second critical source of grant supporting documents.

Critical expectations of the disaster debris management contractor selected by H-GAC and Hidalgo County should include demonstrated capabilities to efficiently and effectively mobilize manpower and equipment, to coordinate and control all resources deployed to the impacted area, and to implement robust quality control and safety programs. Phillips & Jordan offers these capabilities as demonstrated through our successful past performance record responding to a wide variety of natural and man-made disaster events.

Phillips & Jordan's capacity and capability to perform disaster debris management services includes a senior management team that offers more than 140 years of combined debris removal; disaster management, FEMA PA Grant Program administration, and disaster recovery experience; a fleet of over 950 individual pieces of company-owned equipment applicable to debris management activities; and a nationwide group of experienced disaster subcontractors.

The authorized representatives for Phillips & Jordan are as follows:

Primary	Alternate	Alternate
<b>Julie Glenn</b> Disaster Services Coordinator 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 776-8919 Fax (865) 392-3090 jglenn@pandj.com	<b>Wayne Floyd</b> Director of Disaster Services 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (919) 369-4685 Fax (865) 392-3090 wfloyd@pandj.com	<b>J. Patrick McMullen</b> President 10201 Parkside Drive, #300 Knoxville, TN 37922 Phone (865) 392-3053 Fax (865) 392-3090 pmcmullen@pandj.com

Sincerely,

J. Patrick McMullen  
 President  
 Phillips & Jordan, Incorporated



# Hidalgo County, Texas

## Requested Qualifications

### Corporate Summary

Phillips & Jordan was established in 1952 and offers 22 years of experience as a disaster recovery and debris management contractor with the capability to rapidly provide the management team, equipment, workforce, and supporting resources required to effectively respond to any type of natural or man-made disaster. Phillips & Jordan has supported the response and recovery efforts of hundreds of federal, state and local governments and agencies as well as private sector customers across the nation following virtually every federally declared disaster over the past three decades.

Phillips & Jordan is a proven provider of high quality and cost efficient disaster debris management services with demonstrated expertise in the areas of disaster recovery planning and technical assistance; emergency road clearance; public right-of-way debris segregation and removal; vegetative debris reduction; construction and demolition debris disposal; hazardous stump, tree and limb removal; private property debris removal; structure demolition; and debris reduction site management.

Phillips & Jordan also offers in-depth knowledge related to the implementation of requirements codified in the Federal Emergency Management Agency (FEMA) "Public Assistance Debris Management Guide" (FEMA-325) and Code of Federal Regulations (CFR) Title 44 "Emergency Management and Assistance" Part 13 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as well as development of Memorandums of Understanding with and between local, county, state, and federal stakeholders.

<b>NAME OF COMPANY:</b>	Phillips & Jordan, Incorporated
<b>PHYSICAL ADDRESS:</b>	10201 Parkside Drive, Suite 300 Knoxville, TN 37922
<b>MAILING ADDRESS:</b>	P.O. Box 52050 Knoxville, TN 37950-2050
<b>TELEPHONE NUMBER:</b>	(865) 688-8342
<b>FAX NUMBER:</b>	(865) 392-3090
<b>DATE OF INCORPORATION:</b>	August 4, 1959
<b>STATE OF INCORPORATION:</b>	North Carolina
<b>DUNS NUMBER:</b>	003845336
<b>TAXPAYER ID NUMBER:</b>	56-0694573
<b>CAGE CODE:</b>	0GGP5

Over the past 3 decades, Phillips & Jordan has successfully completed disaster debris management missions in excess of \$1.5B for over 100 individual jurisdictions located throughout the United States that received reimbursement under FEMA guidelines. Phillips & Jordan has performed disaster debris management services in excess of \$406,000,000 over the past 8 years under 5 federal contracts involving 81 separate task orders, and pre-position contracts with 62 individual state and municipal entities.



# Hidalgo County, Texas

## Requested Qualifications

### Prepositioned Contracts

Phillips & Jordan currently maintains +130 prepositioned contracts of which 9 are for municipalities or counties within the State of Texas. Phillips & Jordan's substantial in-house workforce of highly qualified disaster debris management and field personnel, and our pool of key and pre-registered subcontractors – a number of which are based in Texas, provides us with the capability to execute multiple simultaneous disaster debris management missions in diverse geographic locations.

For example, in 2005 Phillips & Jordan used uncommitted manpower and equipment to address storm damage caused by the landfall of Hurricane Wilma in Palm Beach County, Florida while simultaneously conducting full-scale recovery operations throughout the Gulf Coast region (Louisiana, Mississippi, and Alabama) associated with Hurricanes Katrina and Rita. Phillips & Jordan also conducted simultaneous full-scale recovery operations in both the State of Alabama and Joplin, Missouri in response to tornadoes that occurred in 2011.

Several weeks after completion of operations in the State of Alabama, Phillips & Jordan's prepositioned response contract with the Southeastern Public Service Authority of Virginia was activated to perform simultaneous debris management in 5 cities (Chesapeake, Franklin, Norfolk, Portsmouth, and Virginia Beach) in response to damage caused by Hurricane Irene.

These examples clearly demonstrate that Phillips & Jordan has the necessary personnel and equipment to successfully and efficiently respond to simultaneous disaster events or a single event impacting multiple municipalities, including a future disaster that may impact the County.

A listing of all active prepositioned debris removal/hauling contracts currently maintained by Phillips & Jordan is provided in the table on the following pages.

Account Name	State	Account Name	State
City of Atmore	AL	Terrebonne Parish	LA
Los Angeles County (Contract 003218)	CA	Frederick County	MD
Los Angeles County (Contract 003145)	CA	Montgomery County	MD
San Diego County	CA	Camden County	NC
Town of West Hartford	CT	City of Boiling Spring Lakes	NC
Bay County	FL	City of Burlington	NC
City of Atlantis	FL	City of Charlotte	NC
City of Belle Glade	FL	City of Elizabeth City	NC
City of Boynton Beach	FL	City of Morrisville	NC
City of Cooper City	FL	City of Southport	NC
City of Coral Springs	FL	Craven County	NC
City of Deerfield Beach	FL	Johnston County	NC



# Hidalgo County, Texas

## Requested Qualifications

Account Name	State	Account Name	State
City of Delray Beach	FL	Orange County	NC
City of Deltona	FL	Pasquotank County	NC
City of Miami Beach	FL	Town of Apex	NC
City of Ormond Beach	FL	Town of Cary	NC
City of Palm Beach Gardens	FL	Town of Chapel Hill	NC
City of Pinellas Park	FL	Town of Elon	NC
City of Port Orange	FL	Town of Fuquay-Varina	NC
City of Riviera Beach	FL	Town of Garner	NC
City of Rockledge	FL	Town of Hillsborough	NC
City of West Palm Beach	FL	Town of Knightdale	NC
City of Williston	FL	Town of Williamston	NC
Coral Springs Improvement District	FL	Town of Wrightsville Beach (Via Atkins North America)	NC
Escambia County	FL	UNC Wilmington	NC
Highlands County	FL	Village of Bald Head Island	NC
Hillsborough County	FL	Wake County	NC
Manatee County	FL	Borough of Avalon	NJ
Manatee County School District	FL	Nassau County	NY
Osceola County School District	FL	Suffolk County	NY
Palm Beach County School Board	FL	Rhode Island (State of)	RI
Palm Beach County SWA	FL	Beaufort-asper Water and Sewer Authority	SC
Pasco County	FL	Berkeley Hall Club, Inc.	SC
St. Johns County	FL	City of Conway	SC
Sunshine Water Control District	FL	City of Rock Hill	SC
Town of Belleair	FL	Dewees Island POA	SC
Town of Briny Breezes	FL	Florence County	SC
Town of Cloud Lake	FL	Fluor Enterprises, Inc.	SC
Town of Glen Ridge	FL	Greenville County	SC
Town of Highland Beach	FL	Harbor Island Owners Association	SC
Town of Hillsboro Beach	FL	Horry County SWA	SC
Town of Juno Beach	FL	Kiawah Island	SC
Town of Lake Clarke Shores	FL	Kiawah Island Community Association	SC
Town of Lake Park	FL	Kiawah River Estates POA	SC
Town of Mangonia Park	FL	Seabrook Island POA	SC
Town of Palm Beach	FL	Seabrook of Hilton Head	SC
Town of Palm Beach Shores	FL	South Carolina DOT	SC
Town of South Palm Beach	FL	Town of Aynor	SC
University of Miami	FL	Town of Briarcliffe Acres	SC
University of South Florida	FL	Town of Seabrook Island	SC



# Hidalgo County, Texas

## Requested Qualifications

Account Name	State	Account Name	State
Village of North Palm Beach	FL	City of North Myrtle Beach	SC
Village of Tequesta	FL	Knox County	TN
Village of Wellington	FL	Brazoria County	TX
Volusia County	FL	Chambers County	TX
Athens-Clarke County	GA	City of Austin	TX
City of Tybee Island	GA	City of Groves	TX
City of Alexandria	LA	City of LaPorte	TX
City of Lake Charles	LA	City of Nederland	TX
LADOT District 07	LA	City of Port Neches	TX
LADOT District 08	LA	Houston Galveston Area Council	TX
LADOT District 62	LA	Texas General Land Office	TX
LaFourche Parish	LA	Fairfax County	VA
LaFourche Parish School Board	LA	Newport News (Clearance and Removal)	VA
Plaquemines Parish	LA	Newport News (Stormwater, Structures, Easements)	VA
Pointe Coupee Parish Police Jury	LA	Southeastern Public Service Authority (SPSA)	VA
St. Landry Parish	LA	Virginia Peninsula Public Service Authority (VPPSA)	VA

## Past Projects

Phillips & Jordan over the course of its history has been tasked with response to a wide range of disasters including hurricanes, tornadoes, snow/ice storms; flooding; clean-up of a coal fly ash slurry release; collection and incineration of diseased animal carcasses; removal and reduction of diseased trees; and support for recovery efforts at the World Trade Center and along the Gulf Coast during the British Petroleum Deepwater Horizon oil spill - all of which required complex debris stream management.

Over the past decade, Phillips & Jordan has managed over 90 individual disaster debris management projects for federal, state, county, and city customers located throughout the United States as illustrated in the table below. 23 of these projects alone involved the removal and disposal of 39,984,707 cubic yards of disaster-related debris.

Year	Customer	Event	Type of Work	Amount
2014	South Carolina DOT	Winter Ice Storm	Debris Removal, Reduction, & Hangers	\$ 9,821,879
2014	Orange Co., NC	Winter Ice Storm	Debris Reduction	\$ 697,610
2014	City of Burlington, NC	Winter Ice Storm	Debris Removal	\$ 1,941,112
2014	Town of Mebane, NC	Winter Ice Storm	Debris Removal	\$ 206,925



# Hidalgo County, Texas

## Requested Qualifications

Year	Customer	Event	Type of Work	Amount
2014	Town of Haw River, NC	Winter Ice Storm	Debris Removal	\$ 26,844
2014	Hillsborough, NC	Winter Ice Storm	Debris Removal	\$ 53,785
2014	Town of Elon, NC	Winter Ice Storm	Debris Removal	\$ 98,861
2014	Village of Alamance, NC	Winter Ice Storm	Debris Removal	\$ 6,543
2014	Colorado DOT	Flood	Debris Removal	\$ 7,429,000
2012	Borough of Avalon, NJ	Hurricane Sandy	Debris Removal	\$ 394,024
2012	Town of Brookhaven, NY	Hurricane Sandy	Debris Removal	\$ 6,700,086
2012	Suffolk County, NY	Hurricane Sandy	Debris Removal	\$ 3,826,152
2012	City of Westwego, LA	Hurricane Isaac	Debris Removal	\$ 44,119
2012	Terrebonne Parish, LA	Hurricane Isaac	Debris Removal	\$ 510,124
2012	City of Chesapeake, VA	Tornado	Debris Removal	\$ 132,626
2011	City of Raleigh, NC	Hurricane Irene	Debris Reduction	\$ 39,600
2011	Town of Granby, CT	Hurricane Irene	Debris Removal	\$ 1,617,107
2011	VDOT, Brunswick Co, VA	Hurricane Irene	Debris Removal	\$ 126,761
2011	VDOT, Dinwiddie Co, VA	Hurricane Irene	Debris Removal	\$ 1,447,219
2011	VDOT, Prince George Co, VA	Hurricane Irene	Debris Removal	\$ 1,072,955
2011	Suffolk Co, NY	Hurricane Irene	Debris Reduction	\$ 843,550
2011	NCDOT, Martin Co, NC	Hurricane Irene	Debris Removal	\$ 38,119
2011	NCDOT, Jones Co, NC	Hurricane Irene	Debris Removal	\$ 272,029
2011	City of Portsmouth, VA	Hurricane Irene	Debris Removal	\$ 204,825
2011	City of Chesapeake, VA	Hurricane Irene	Debris Removal	\$ 481,411
2011	City of Virginia Beach, VA	Hurricane Irene	Debris Removal	\$ 2,959,676
2011	City of Franklin, VA	Hurricane Irene	Debris Removal	\$ 157,856
2011	City of Norfolk, VA	Hurricane Irene	Debris Removal	\$ 443,303
2011	Ward Co., ND	Flood	Debris Removal	\$ 494,531
2011	Weston Solutions - Joplin, MO	Tornado	Debris Removal	\$ 36,120,816
2011	Montroe Co., MS	Tornado	Debris Removal	\$ 653,214
2011	USACE - Alabama	Tornadoes	Debris Removal, Reduction, & Disposal	\$ 164,682,726
2011	Wake Co, NC	Tornado	Debris Removal	\$ 310,864
2011	City of Raleigh, NC	Tornado	Debris Removal & Reduction	\$ 2,091,613
2010	Miller Environmental Group, Deepwater Horizon	Oil Spill	Monitoring & Collection	\$ 9,236,787
2009	East Baton Rouge Schools, LA	Hurricane	Debris Removal	\$ 105,634
2009	NCDOT, I-40 MM2	Rockslide	Debris Removal & Wall Stabilization	\$ 2,463,504
2009	Cherokee Co., OK	Ice Storm	Debris Removal	\$ 1,516,437
2009	State of Kentucky	Ice Storm	Debris Removal	\$ 3,439,000



## Hidalgo County, Texas

### Requested Qualifications

Year	Customer	Event	Type of Work	Amount
2009	NCDOT, I-40 MM2.45	Rockslide	Debris Removal & Wall Stabilization	\$ 9,683,880
2008	USACE - Delaware Water Gap	River Debris	Debris Removal	\$ 435,986
2008	City of New Roads, LA	Hurricane	Debris Removal	\$ 527,979
2008	Avoyelles Parish, LA	Hurricane	Debris Removal	\$ 627,241
2008	USACE - Louisiana	Hurricane	Debris Removal	\$ 984,223
2008	Pointe Coupee Parish, LA	Hurricane	Debris Removal	\$ 7,265,291
2007	City of Oklahoma City, OK	Ice Storm	Debris Removal	\$ 4,645,677
2007	City of Muskogee, OK	Ice Storm	Debris Removal	\$ 5,677,354
2006	City of Coral Springs, FL	Hurricane	Debris Removal	\$ 486,211
2006	City of Lackawanna, NY	Snow Storm	Debris Removal	\$ 802,165
2006	City of Buffalo, NY	Snow Storm	Debris Removal	\$ 11,042,925
2006	City of New York, NY	Forensic Recovery	Forensic Recovery	\$ 9,500,000

### Training and Educational Services

Phillips & Jordan maintains an in-house customer training capacity that can be provided when requested by the County. This training could be conducted through either traditional seminar/lecture style programs or through interactive "table-top" exercises. Table-top exercises are more advantageous in that they require active participation by the attendees and role-playing under a variety of scenarios thus providing for increased integration and coordination among the different response organizations. These exercises offer County officials and key personnel an opportunity to evaluate plans, procedures, policies, capabilities, and alternative concepts for debris management response (and overall emergency planning) prior to the occurrence of a disaster event. Table-top exercises would allow the County to bring together a variety of governmental sub-groups (public health agencies, public safety agencies, emergency management agencies, etc.), as well as private industry groups, to coordinate and refine the local response plan and procedures, and to assist in identifying resource integration requirements and logistical concerns.

Key topics which may be included in a table-top exercise training program include the following:

- Local potential disaster threats, and historical perspective
- Local historical and environmental sensitivities
- Local government relationships and coordination
- Local government (agencies and organizations) preparedness
- Local government actions to include: management, administration and finance
- Local Subcontractor/Vendor/Supplier participation
- The Disaster Recovery Team (key individuals from government, monitoring firm, Phillips & Jordan and subcontractors)
- Roles and responsibilities of key individuals
- Public Information and Notification best practices



## Hidalgo County, Texas

### Requested Qualifications

- Best practices for mobilization and response
- Current debris management environment
- Recovery meetings – briefings, kick-off meeting, safety & health meetings, weekly project updates, timelines
- Project “lessons learned” and debris management best practices
- Operations and administrative overview of accepted FEMA practices
- The Public Assistance program and new FEMA guidance
- Congress actions in review and pending legislation

In addition to table-top exercises, Phillips & Jordan has the capability to conduct pre-event outreach and training programs in coordination with the County. These programs are aimed at local subcontractors, vendors, suppliers, and their personnel to strengthen local business participation and to develop a unified team in the event of a disaster. Previous training of this nature provided by Phillips & Jordan has been beneficial in improving the coordination of the response and recovery effort, as well as improving the overall efficiency and effectiveness of these efforts.

**EXHIBIT "D"**  
PROOF OF INSURANCE



**NOTEPAD:**HOLDER CODE  
INSURED'S NAME Phillips and Jordan, Inc.PHIL-10  
OP ID: M7PAGE 2  
Date 09/21/2015

Automobile Liability policy includes an MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980. The Insurers waive any rights of subrogation to recover against the Certificate Holder. Thirty (30) days written notice will be given to the Certificate Holder before these policies may not be cancelled or materially changed.

Texas is listed under section 3.A. of Workers Comp policy number WCA00008015

**APPROVED**

AI-51284

Purchasing Department 22. D. 1.

CC - REGULAR

Meeting Date: 09/15/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Award to secondary (Ceres Environmental Services) and tertiary (Phillips & Jordan Incorporated) vendors including approval of final negotiated agreements [as ranked by CC on 06-23-15] for pre-positioned services to the following which include the following "term" provisions:

B. Term of contracts:

- 1. Initial term of contacts-upon approval to execute through December 31, 2016\*
  - 2. Renewal/Extension options-Two (2) One (1) year renewals:
    - January 01, 2017 through December 31, 2017
    - January 01, 2108 through December 31, 2018
- [as these are the current terms of award through H-GAC].

BACKGROUND

Fiscal Impact

FISCAL YEAR:  
FUNDS AVAILABLE Y/N?:

ACCT. #:  
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding at this time as budgetary provisions will be addressed and appropriated. HGAC process will be at no cost to HC.

Attachments

- ceres agrmnt n legals ok
- pnj agrmnt n legals ok

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Purchasing Department	Marty Salazar	09/10/2015 04:12 PM
Budget & Management	Veronica Ortiz	09/10/2015 04:17 PM
Glinda Pacheco	Glinda Pacheco	09/11/2015 09:41 AM
Auditor's Office	Monica Badillo	09/11/2015 06:02 PM
Form Started By: Yvette Islas		Started On: 09/09/2015 10:49 AM
Final Approval Date: 09/11/2015		