

RUFUS G. CROWDER, CPPO CPPB PURCHASING AGENT

## COUNTY COURTHOUSE 722 Moody (21st Street)

722 Moody (21st Street) Fifth (5th) Floor, Purchasing GALVESTON, TEXAS 77550 (409) 770-5371 ERIN S. QUIROGA, MBA, CPPB ASST. PURCHASING AGENT

June 2, 2025

Honorable County Judge And Commissioners' Court County Courthouse Galveston, Texas

RE:

RFP #B222020, Debris Management Services

Contract #CM21494

Gentlemen,

The contracts associated with RFP #B222020, Debris Management Services, are scheduled for their first extensions on August 22, 2025. The contracted vendors for these services are Ceres Environmental Services, Inc., DRC Emergency Services, LLC and CrowderGulf, LLC.

No amendments to the contracts have been requested at this time.

It is requested that the extensions be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB

Purchasing Agent County of Galveston

## Dickey, Tammy

From:

Wallace, Tiffany

Sent:

Wednesday, May 21, 2025 8:36 AM

To:

Fleming, Melissa

Subject:

RE: B222020 - Debris Management Services

Yes, please. Thank you!

Thanks,
Tiffany Wallace
Finance & Administration Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5025
Tiffany.wallace@co.galveston.tx.us



From: Fleming, Melissa < Melissa. Fleming@galvestoncountytx.gov>

Sent: Tuesday, May 20, 2025 3:21 PM

To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>

Subject: B222020 - Debris Management Services

Hello Tiffany,

The agreement for Bid B222020 - Debris Management Services will reach expiration on the original term on 08/07/2025. Would you like to offer the first extension to the following suppliers?

CrowderGulf LLC CERES Environmental Services Inc DRC Emergency Services LLC

Sincerely,

**Melissa Fleming** 

**Contract Administrator** 

Galveston County Purchasing Department Galveston County Courthouse 722 21st. Street, 5th Floor Galveston, Texas 77550

Office: (409) 770-5375 Fax: (409) 765-3106

e-mail: melissa.fleming@galvestoncountytx.gov



Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency



#### RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

ERIN OUIROGA, MBA, CPPB ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

Friday, May 30, 2025

CERES ENVIRONMENTAL SERVICES INC 6968 PROFESSIONAL PKWY SARASOTA, FL 34240

**SOLICITATION NAME: Debris Management Services** Contract # CM21494 / Bid # B222020

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

CM21494 Contract Number: B222020 Bid Number:

Solicitation Name: Debris Management Services Extension Period: 08/22/2025 - 08/21/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely, Melissa Fleming Contract Administrator Galveston County

ACCEPTED BY (signature)

ACCEPTED BY (signature)

DATE \_\_\_\_\_\_5/30/2025

Corporate Secretary



#### RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

Wednesday, May 21, 2025

DRC EMERGENCY SERVICES LLC 13 EVIA MAIN GALVESTON, TX 77554

RE: SOLICITATION NAME: Debris Management Services Contract # CM21494 / Bid # B222020

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

Contract Number: CM21494Bid Number: B222020

Solicitation Name: Debris Management Services
 Extension Period: 08/08/2025 - 08/07/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely, Melissa Fleming Contract Administrator Galveston County

ACCEPTED BY (signature)

DATE 5/21/25

Kristy Fuentes Vice President, Treasurer, Secretary
TITLE



#### RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor Galveston, Texas 77550 (409) 770-5371

Monday, June 2, 2025

CrowderGulf LLC 5629 COMMERCE BLVD E MOBILE, AL 36619

RE: SOLICITATION NAME: Debris Management Services Contract # CM21494 / Bid # B222020

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

Contract Number: CM21494Bid Number: B222020

Solicitation Name: Debris Management Services
 Extension Period: 08/22/2025 - 08/21/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely, Melissa Fleming Contract Administrator Galveston County

DATE 06-02-25

President
TITLE

## **SPECIAL PROVISIONS**

## REQUEST FOR PROPOSAL **DEBRIS MANAGEMENT SERVICES** GALVESTON COUNTY, TEXAS

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Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES **GALVESTON COUNTY, TEXAS**

The General Provisions and the Special Provisions of this Request for Qualification and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

#### A. PURPOSE

The County of Galveston requests proposals from qualified contractors for Debris Management Services. Debris generated events may include, but not be limited to hurricanes, tornados, ice storms, hail storms and catastrophic fire and explosions. Debris as used in this document is defined as that descried in the Federal Emergency Management Agency (FEMA) Public Assistance Debris Management Guide (FEMA-325), page iii. This guide may be accessed at http://www.fema.gov/.

All proposers seeking a contract under this RFP solicitation effort must familiarize and adhere to the procurement standards as referenced in 2 C.F.R.200.318-200.326.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; demolition and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, project management assistance, and assistance with federal and state reporting and reimbursement efforts.

#### **B. EXCEPTIONS**

The proposer will list on a separate sheet of paper any exceptions to the conditions of this Request for Proposal. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the proposal submittal.

If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

The Proposer must specify in its submittal, any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the submittal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

## C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)

Thursday, May 12, 2022 Thursday, May 19, 2022

Advertise Solicitation (second date of publication)

Thursday, May 26, 2022, by 5:00 p.m.

Deadline for Questions & Inquiries Submission Deadline / RFP Opening

Tuesday, June 14, 2022, at 2:00 p.m.

Interested parties may attend the 2:00 P.M., Tuesday, June 14, 2022 bid opening virtually by using the following link:

#### JOIN WEBEX MEETING

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m0a1fc8ace1c3c126f6cb77a92d8fbeae Join by meeting number

## **SPECIAL PROVISIONS**

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

Meeting number (access code): 2484 760 6513

Meeting password: B222020 (2222020 from video systems)

<u>Tap to join from a mobile device (attendees only)</u> +1-415-655-0001,,24847606513## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers
Join from a video system or application
Dial 24847606513@galvestoncountytx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

<u>Join using Microsoft Lync or Microsoft Skype for Business</u> <u>Dial 24847606513.galvestoncountytx@lync.webex.com</u>

#### D. SUBMISSION INSTRUCTIONS:

One (1) unbound single-sided original proposal, five (5) single-sided proposal copies, must be submitted no later than 2:00 P.M. CST, on Tuesday, June 14, 2022.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after 2:00 P.M. CST on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <a href="http://www.galvestoncountytx.gov/county-offices/purchasing">http://www.galvestoncountytx.gov/county-offices/purchasing</a>

#### E. PROPOSAL SURETY

A surety/bond is a requirement of this solicitation.

## F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are a requirement of this solicitation.

## G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process is applicable to this solicitation.

Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

#### H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates are requirements for this solicitation.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, Davis-Bacon Act as amended (40 U.S.C. 3141-3148).

#### I. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents must direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "Debris Management Services – RFP #B222020–Questions") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response. All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to

Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or insufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

## J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Lee Crowder
Road & Bridge Administrator
5115 Hwy 3
Dickinson, TX 77539

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

## K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) single-sided original and five (5) single-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

#### L. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

**Subrogation Waiver**. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

#### M. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

#### N. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office Attn: Accounts Payable P.O. Box 1418 Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 8, item 13, Procurement Card Program.

Time: 2:00 P.M.

#### **SPECIAL PROVISIONS**

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

## O. MINIMUM QUALIFICATION REQUIREMENTS

The Proposer must possess extensive expertise in Disaster Debris Management Services as required by this RFP and according to FEMA guidelines and regulations. The Proposer must have a proven record of successfully completing projects with a similar size, scope, and complexity. Proposer must have completed a minimum of three (3) projects of a similar, size, scope, and complexity in the last ten years.

#### P. GENERAL INFORMATION

The Galveston County Commissioners' Court recognizes the vulnerability of Galveston County citizens and their communities to damage, injury, and loss of life and property resulting from disasters. Such events require 24/7 responses from emergency first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel.

The County of Galveston's population is 350,000 per the 2020 census with the affected population in the unincorporated areas at approximately 40,000.

Prior debris generating events and information:

- Hurricane Ike Category 2 with approximately three (3) million cubic yards (all debris streams in affected areas only);
- Hurricane Humberto Category 1 with approximately one (1) million cubic yards (all debris streams affected area only);
- Roads 335 miles of County maintained roads
- Parks Nineteen (19) parks
- Level of vegetation density Medium
- Commercial structure density Light

The Galveston County Commissioners' Court reserves the right to enter into an agreement with one or more contractors as a result of this solicitation effort.

#### O. DISASTER AND EMERGENCY RESPONSE

The response to the disaster recovery process must be immediate, efficient, with superb accountability procedures to ensure compliance with the Texas Commission on Environmental Quality (TCEQ), the Texas Department of Transportation (TxDOT), the Federal Highway Administration (FHWA), and the Federal Emergency Management Agency (FEMA) reporting requirements to ensure maximum reimbursement for all eligible disaster recovery costs.

In an effort to satisfy cost reasonableness responsibilities and reimbursement initiatives in times of declared emergencies or disasters and their recovery efforts, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specifications listed herein and in the resultant contract. These services shall be solicited on the open market with the same specifications as listed herein and as stated in the resultant contract, however, may include scope changes due to the unknown status of the emergency.

The County may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the County prices on such additional items based upon a formula or method that is the same or similar to that used in establishing the prices in this proposal. If the

## SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors, or to cancel the Contract upon giving the Contractor a written notice as prescribed herein.

The County of Galveston reserves the right to utilize the most advantageous and cost effective solution(s) during the duration of the declared event and recovery period in an effort to relieve the taxpaying citizens of increased burden and financial hardship.

#### R. LABOR

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

#### S. HUB PARTICIPATION

It is the goal of the Galveston County Commissioners' Court to have Historically Underutilized Business enterprises (HUB) and labor surplus firms participation when providing services under a contract. If proposer(s) awarded a contract as a result of this solicitation effort do not hold a HUB certification/designation, then the Awardee shall make and demonstrate a good faith effort to include the services of HUB participation under a contract. As part of a good faith effort, Awardee agrees to work with and assist in meeting HUB targets and goals, as may be required by any rules, processes or programs that have a requirement for such. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed sub-contractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

The term HUB as used in this solicitation, is understood to encompass all programs, business enterprises such as Small Disadvantaged Businesses (SBE) Disadvantage Business Enterprises (DBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Disabled Veteran Business Enterprises (DVBE).

There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs are basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used.

The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

The procurement efforts of the County of Galveston, especially when federal funding is involved, are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs). These requirements are promulgated by federal and state governmental authorities, and may include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used",

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

"HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal-oriented programs.

#### T. EQUAL OPPORTUNIT

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL **DEBRIS MANAGEMENT SERVICES** GALVESTON COUNTY, TEXAS

- (8) The contractor will include the provisions of paragraphs (1) through (8) in every sub contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued
- (9) pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## U. ASSIGNMENT AND SUBLIEETING

Contractor shall follow all the requirements of 2 C.F.R. 200.321 and shall require and enforce similar compliance with all sub-contractors. The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

If consent is granted by the County, successful contractor must take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the department of Commerce; and
- If subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## V. ALCOHOL/DRUG FREE WORKPLACE

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

#### W. UTILITIES

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

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#### X. PARKING

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

#### Y. LAWS AND ORDINANCES

Contractor shall at all times observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees.

#### Z. PERMITS AND LICENSES

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

#### AA. COUNTY RESPONSIBILITIES

County agrees to the following:

- Notify the contractor via telephone and in writing (fax or e-mail) as far in advance of a disaster of its need for services as is practicable depending on the type of disaster so as to provide contractor to properly and adequately respond to the County's requirements.
- Provide written notification of its need for extension of the Awardee's services no less than 24 hours prior to termination of the initial specified period.

## BB. GENERAL OVERVIEW OF THE COUNTACT SCOPE

These specifications describe Debris Management Services for the County of Galveston in the event of a natural disaster or other emergency related crises. It is the County's intent to contract with any and/or all qualified proposers responding to this solicitation that meet or exceed the mandatory requirements of the "eligible work," "work eligible under FEMA Public Assistance regulations. Eligible debris is as determined and illustrated by the FEMA Public Assistance Debris Management Guide (FEMA-325).

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal, managing and operating Debris Management Sites (DMS), demolition and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, marine salvage operations, waterway debris clearing, sand removal from roads, streets and rights-of-way, emergency berm construction, provision of ice, water and generators, project management assistance, and assistance with Federal and State reporting and reimbursement efforts.

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during all debris management operations.

The qualified contractor(s) will develop and present the scope of services, meeting the County's needs. The work to be undertaken includes but is not limited to the following:

#### **Debris Removal**

Disposal of all eligible debris (including wet debris), reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. The contractor shall be responsible for paying all landfill-tipping fees and receiving reimbursement from the county.

All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved

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by the County. Prior to reduction, all debris shall be segregated between the following and guided by the FEMA-325 guidelines for such:

- Vegetative debris;
- Wet Debris:
- Construction and Demolition debris;
- · Recyclable debris;
- · White goods;
- Hazardous waste;
- Soil, mud and sand;
- Vehicles and vessels;
- Putrescent debris;
- Infectious waste;
- Garbage;
- Chemical, biological, radiological, and nuclear contaminated debris.
- **FEMA Compliance** Contractor will work in conjuction with the County's Debris Monitoring contractor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Contractor's failure to utilize federally approved documentation while performing work may result in nonpayment of services to the Contractor by the County.
- Drainage Systems The Contractor shall clean and open drainage systems and retention areas.
- Security of Debris During Hauling The Contractor shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TxDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).
- Damage by Contractor The Contractor shall respond to complaints within twenty-four (24) hours. All areas throughout the County where debris removal is accomplished and there is damage due to the Contractor's operations, the Contractor shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalks, curbs, utility lines or any other infrastructure shall be repaired or restored to the satisfaction of the County.
- Emergency Road Clearance Immediately following a disaster, it may be necessary for Contractor to cut, toss and/or push debris from primary transportation routes as identified and directed by the County. Payment under this item will be on an hourly basis. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- **Debris Removal from Public Rights-of-Way** As identified and directed by the County, Contractor will provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the County rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and will be handled separately from Mixed Debris.
- Generated Hazardous Waste Abatement Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State, and local laws, standards and regulations.

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#### • Priority of Work Areas

The County will approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County.

- Working Hours All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the DMS will be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the DMS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe, subject to County approval. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use. Holiday leave and DMS site closures may be authorized based on operational needs and with County and State approval.
- Inspection All emergency debris shall be subject to inspection by the County or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable federal, state and local laws and regulations. The Contractor shall, at all times, provide the County access to all work sites, DMS sites and disposal areas.
- Traffic Control The Contractor shall mitigate the impact of its operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS sites. The Contractor shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.
- **Documentation and Inspections** Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the DMS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the DMS. The Contractor shall prepare all Federal (FEMA) and State reports for any potential reimbursement. County employees shall review all documentation prior to submittal. The Contractor will work closely with the County of Galveston, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- White Goods The Contractor may expect to encounter white goods available for disposal. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws. The contractor will remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. The contractor will recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- Stump Removal, Backfill and Haul As identified and directed by the County, the contractor will remove Hazardous Stumps, haul each stump to a designated DMS site and backfill each stump hole with compatible material as determined by the County and the contractor. Each stump will be inspected by County and Contractor inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. All stumps that are in the public rights-of-way

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but not in the ground will be picked up, or other designated site, and included in the overall cubic yard price for debris removal. The contractor will provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain County or FEMA review and approval.

- Marine Debris Removal Contractor will clear canals and waterways of debris and fallen trees as identified and directed by the County in writing. If needed, the Contractor will obtain three (3) quotes for such work and select a subcontractor upon approval by the County. The contractor will ensure all work is eligible and documented in compliance with FEMA requirements for reimbursement.
- Removal of Vehicles and Vessels Contractor, as directed by the County, will remove vehicles and vessels from land and waterways. Contractor will obtain three (3) quotes for such work and select a subcontractor (if needed) upon approval by the County.
- Dead Animal Carcasses Contractor will collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations

#### CC. DEBRIS MANAGEMENT SITES (DMS)

A TCEQ authorized site where debris is sorted, stored, reduced, grinded, and prepared for final disposal. The contractor will lease/own, prepare and maintain a sufficient number of Debris Management Sites to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of stone or other materials necessary for any roads that require stabilization for ingress and egress. Each site shall include a roofed inspection towers sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights-of-way or other entity owned property may be provided for temporary storage of debris. Submittal of specific DMS locations (i.e. an address/intersection) are not required as part of the vendor submittal. However, care and thought should be given to providing a plan for location of diverse sites in a geographically balanced manner across the County. Specific site selections will occur with the successful vendor and authorized emergency response personnel representing Galveston County.

The DMS site location(s) will be identified by the County for use. The Contractor and the County will annually review these and any alternate sites for debris management to identify the DMS sites for use during each year of this contract. DMS sites shall be for the exclusive use of the County of Galveston.

The Contractor shall be prepared to establish additional DMS Sites as deemed necessary by the County to ensure an adequate number of DMS Sites for the amount and location of debris. The Contractor will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.

The Contractor shall have DMS Sites ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager.

The Contractor will thoroughly video tape and/or photograph each DMS site before any activities begin, and will periodically update video and photographic documentation to track site evolution.

The Contractor will be responsible for site preparation including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; wind born debris control fencing, silt fencing or water retention berms; and any other items necessary for site operations and management. The Contractor shall provide and maintain portable and sanitary facilities and fresh water at each inspection station.

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The Contractor shall ensure that every load entering or leaving the DMS Site is inspected and that proper documentation is completed, including load tickets, to verify and document the contents and cubic yards.

Site Reclamation - Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. The Contractor shall reclaim each DMS site to its pre-use conditions including, but not limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, and repairing fences and roads.

The Contractor shall be responsible for proper handling and storage of any hazardous materials brought to the DMS sites. The Contractor shall provide a suitable area at each DMS site to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall manage, maintain and operate the DMS sites. Prior to processing, all debris shall be segregated between Vegetative Debris, construction and demolition debris, white goods, and hazardous wastes so as to maximize recovery and recycling efforts with County approval. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. If incineration is used, the site shall have a 24-hour fire tender.

The Contractor shall be responsible for transporting and disposing of all materials received and processed at the DMS Sites in accordance with all applicable federal, state and local laws and regulations. The Contractor shall be responsible for locating disposal sites in the best interest of the County and present such sites to the County for review. The County shall direct waste flow and approve all disposal sites prior to use. The Contractor shall be responsible for documenting cubic yardage or tonnage and tip fee rate without mark-up for reimbursement.

#### Residential Drop-off Sites

The County may elect to open a number of Drop-off Sites to allow Galveston County residents to drop off debris. In the event such sites are utilized, the Contractor shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a DMS site or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-off Sites.

## DD. PROGRAM DOCUMENTATION MANAGEMENT & SUPPORT

The Contractor shall provide data management and support to the County during the emergency recovery effort including but not limited to the following:

Contractor shall supply load tickets to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets meet the requirements of FEMA and other federal, state, or local reimbursement agencies.

The Contractor shall supply certification placards meeting FEMA requirements and place such placards on its vehicles.

The Contractor shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

The Contractor will work closely with the County and applicable federal, state and local agencies to ensure that the County's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies.

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The Contractor shall provide to the County all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for federal and state reimbursement applications.

The Contractor shall assist the County in preparing federal and state reports and applications for reimbursement, including training agency/department employees.

The Contractor shall review all reimbursement applications prepared by the County prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the County of any recommended changes, corrections, alterations or deletions.

The Contractor shall assist, as directed by the County, in responding to federal and state agency requests for additional information and in negotiations with federal and state officials.

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. The Contractor shall provide the value of the salvaged or recycled material back to the County as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

## EE. TECHNICAL DISASTER RECOVERY ASSISTANCE

The contractor may be called upon to provide disaster recovery technical assistance to appointed and elected officials within the County. This assistance shall include Public Assistance Program Management Assistance. This Scope of Services may be implemented alone or in conjunction with any of the Debris Management Scope of Work described previously.

- The Contractor shall provide additional technical assistance in the following areas:
  - o Damage Survey Report (DSR) or Project Worksheet (PW)

Official DSR/PW requests - Assist County personnel in the following:

- o Identification of expenditures eligible for reimbursement
- o Submission of official "request for DSR inspection"
- Local government representation on DSR/PW team Train and assist County personnel to accomplish the following:
  - o Identification of eligible items for reimbursement
  - Review of DSR/PW for accurate scope of work
  - Review of DSR/PW for accurate unit costs
- Recovery process documentation assist County personnel in the following:
  - o Creation of recovery process documentation plan
  - o Maintenance of documentation of recovery plan
  - Force account labor vs. contract labor
  - o Recommendations for government officials on need to contract or utilize force account labor
- Recovery process oversight
- Recommendation to government officials on need to contract for project management for projects requiring intense
  oversight
- DSR/PW tracing through State and Federal process
- Written and oral status reports to government officials
- Documentation Support
  - o Review of records system for applicability to Federal and State requirements
  - Orientation and training of County Personnel on requirements for quality and quantity of required documentation
  - Review documentation for accuracy and quantity
  - Assist in preparation of claim documentation

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- Consultation and negotiation services
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs and describing the physical and financial impact of the emergency.
- Providing training sessions for key County personnel;
- Recommendations to government officials on plans of action
- Provide guidance to government officials on issues involving Federal and State reimbursement
- Assist County officials in negotiations with Federal and State officials
- Other representations as may be requested/required
- Costs for Program Management Services
  - o All costs associated with this service are included in the costs listed in the price schedule. There will be no additional cost for this service.

## FF. STAFF AND EQUIPMENT REQUIREMENTS

The Contractor shall have a professional staff with the knowledge, skills, experience, and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, NRCS, TxDOT and other application federal, state or local agency regulations and policies is required.

The Contractor shall ensure that its work force, including sub-contractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse affects on the community.

The Contractor shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of the Contractor. All communications given to the Project Manager or Operations Manager in writing by the County's Contract Manager shall be as binding as if given to the Contractor. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, the Contractor shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the County.

Prior to start of work, the Contractor shall submit to the County certification indicating the type of vehicle; make; model; license plate number; Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by the Contractor and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. In addition, the observed capacity of hand-loaded trucks and trailers shall be reduced by fifty percent (50%) because of low compaction rates. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. Subject to approval by the County, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and remarked if sideboard or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract.

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The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

#### GG. REPORTING

Contractor shall submit periodic, written reports in a format required by the County documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- Daily Reports The Contractor shall make daily reports to the County to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the County. The format of the reports shall be developed during the pre-event planning and coordination phase.
- Weekly Summaries The Contractor shall submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDSR Site, debris materials categorization, and location of collection, e.g., ROW, etc.
- Data Reconciliation Reconciliation of data will be accomplished weekly between the Contractor and the County's Contract Manager. All discrepancies will be resolved within five (5) days.
- Final Project Closeout Upon final inspection and/or closeout of the project by the County, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the County. The Contractor shall provide, upon request of the County and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. The Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County. Final project reconciliation must be approved by the County.
- Project Reports and Records Maintenance The Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. The Contractor shall maintain all reports, records, debris reporting tickets, and agreement correspondence for a period of not less than three (3) years after all agency projects are completed. In lieu of this indefinite storage requirement, the contractor may elect to provide an electronic copy of all records in a bona fide electronic documents management format that provides unalterable copies. This requirement applies to the prime contractor and all sub-contractor's project records. It is the responsibility of the prime contractor to provide all of the records, both prime contractor and sub-contractor.

#### HH. SCOPE OF WORK SCENARIOS

This RFP includes several scopes of work or scenarios for which any awarded contract may be used. Respondents may submit proposals on any or all of the scenarios or may propose alternate scopes of work or scenarios. Proposals shall clearly indicate which scope of work is being described; when submitting on more than one scope of work; please separate, by index, each scope of work submitted. All proposals will be evaluated as to their appropriateness.

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#### NO. 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of **localized woody debris**. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

## NO. 2: SMALL EVENT – WIDESPREAD OR COUNTYWIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work as described herein. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

# • NO. 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING WOODY DEBRIS ONLY – WIDESPREAD OR COUNTYWIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

## • NO. 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR COUNTYWIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated, managed, and operated by a government agency or contractor. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

## • NO. 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – COUNTYWIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

## NO. 6: CATASTROPHIC EVENT – SITE MANAGEMENT-COUNTYWIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close one or more mixed debris management sites countywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the government agency. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

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## NO. 7: CATASTROPHIC EVENT - TOTAL MANAGEMENT - COUNTYWIDE

In this event the contractor will be tasked to combine site management and field operations as listed above for the removal through disposal of mixed debris at multiple and differing sites Countywide. Contractors shall prove experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

## II. INSTRUCTIONS FOR PREPARING A RESPONSE

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral. Proposals should be organized, tabbed by the sections and order listed below. The original proposal shall be easily reproducible and not stapled or bound. All proposal copies shall be submitted in binders.

Proposer's response to this RFP must contain the following information, documents, and follow the instructions in its preparation. Failure to do so may deem responses non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

#### **Preparation Requirements**

Each Response must contain the required forms and information, each fully completed, and signed as required. Proposers will prepare their Responses utilizing the same format outlined below in Section 5.1C. Each section of the Response will be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under the statute that governs this area. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation may not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. PROPOSALS SHOULD BE LIMITED TO A MAXIMUM OF 25 PAGES. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. Proposers are to use the font style Calibri, Times New Roman, or Arial font size 12, except for the table of organization and resumes. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Response complies with the aforementioned format.

#### JJ. TECHNICAL PROPOSAL

The content and form of the Technical Proposal should present a clear, comprehensive and well documented representation, understanding and commitment of how the Proposer intends to implement and fulfill the requirements and provisions set forth in the Scope of Services and the Contract; and how it intends to administer, coordinate, and complete all requirements of the Services with special emphasis on ensuring compliance with FEMA and other regulatory requirements. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical Proposals. Describe, in detail, how the services will be provided.

- The proposer shall address the following:
  - Express in writing each of the scopes of work mentioned and include the mobilization response time for each;
  - Include a statement that they will meet all program standards as provided for in The County of Galveston Debris Management Plan.

## SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL **DEBRIS MANAGEMENT SERVICES** GALVESTON COUNTY, TEXAS

- Supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
- Document a plan for sites proposed for the DMS facilities and their respective acreage.

#### **Executive Summary**

Proposer must submit an executive summary that identifies its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should summarize the key elements of the Proposal. The description of the Proposer should also summarize the following:

- Total number of employees and total number of employees at the location that will perform the work under the contract.
- Range of services provided. 0
- Years of experience that the proposer has in providing similar services.
- Summary of abilities and experience of the firms' professional personnel.
- Summary of past performance of the firm on similar projects.
- Recent, current, and projected workload of the firm, and availability and access to the firm's top level management personnel;
- Brief statement must be included which explains why your proposal would be the most effective and beneficial to the County.
- Contractor must have or be able to acquire construction, production, and/or technical facilities, equipment, employees, and other resources to perform the work as described herein.
- Contractor shall have a satisfactory record of integrity and business ethics.

#### **Oualifications and Experience**

Describe your firm's qualifications and experience for providing the County the requested services.

#### Include in your response:

- o General information about the firm: To include the location of the principal office and/or significant branch offices, which office would be directly responsible for the contract, if awarded, number of years providing these services, and number of staff your firm employs.
- Identify the Project Manager and list of other key personnel to be used in a resulting agreement, which shall include names and resumes. All such positions and their purpose or role in the monitoring operations shall be
- Organizational Structure and Chain of Command Chart
- Provide demonstrated knowledge, experience, and expertise in all requirements and regulations established by the Federal Emergency Management Agency (FEMA) and reimbursement rules and procedures, Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corp of Engineers (USACE), Federal Aid Construction requirements, and any other governmental agency with jurisdiction over the scope of services described in
- Past Performance: Contractor shall have a successful past history of performing similar work. Provide list of firm's disaster debris monitoring projects completed within the past ten (10) years (include all projects within the State of Texas) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.
- Documentation of past safety performance: Include company's safety log summaries to the OSHA and those of proposed subcontractors for 2018, 2019 and 2020 calendar years.
- Describe the types of problems your firm has encountered on similar projects, and explain what your firm did to resolve the problems and what steps were taken to avoid such problems on future projects.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

- State your firm's bonding capacity. Attach letter from your firm's bonding company stating its rating and the maximum amount in which your firm can be bonded.
- List of all closed, active, and pending FEMA disputes, audits, or lawsuits, and the judgment or outcome of each, involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List and provide an explanation of all unrecovered FEMA reimbursements that occurred on Disaster Debris
  Monitoring projects for which the Proposer served as the primary contractor during the last five (5) years.
- Provide a list of any contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years. Explain the reason for termination and include contact names, titles and phone numbers/email addresses.
- o Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect.
- Provide a description of the background, history and experience including information related to previous governmental experience. This must include details that cover the minimum years of experience required by the RFP.
- Provide a description of expertise in performing the proposed work.
- o Provide a description of experience in filing and receiving federal and state reimbursements including information on the percentage of expenses reimbursed through FEMA under previous contracts.
- Provide a list of current debris management contracts with their current status and completion dates, including identifying the country, city and state. Include an explanation of how these contracts will not adversely affect the Proposers ability to provide the services under the proposed contract with the Town.
- Explain how the Proposer will manage multiple Texas based debris management contracts, especially as it relates to multiple contracts impacted by the same or simultaneous event(s).
- References: The proposer shall provide at least three (3) references for contracts of a similar size and scope, from public entities where a minimum of one disaster event has been successfully completed, within the past five (5) years including at least two references for current contracts of those awarded during the past five (5) years. Also provide a description of any conflicts or disputes, which may have occurred over the last three year with these, or any other contract for similar work. The Proposer must have been the primary contractor. At least two of the Disaster Events must each have exceeded \$10,000,000.

These references must include:

- o Name and address of public entity;
- O Name of contact person including person's title, department, email address & telephone number;
- Size of the public entity, including number of residents and square mileage;
- O Scope of work provided;
- Event(s) completed;
- o Name of project/event;
- O Date event started and completed;
- o Details on scope of work demonstrating it was comparable in size, scope and complexity;
- o Total reimbursement requested from FEMA, state, insurance, or other sources. Final total reimbursement approved if available;
- o Is the contract still active?

#### Qualifications of Staff:

Proposer must provide experienced staff. Certification or active involvement with disaster preparedness ` agencies is highly desirable.

 Number of available employees and supervisors for this contract, including trade/position classifications, such as truck drivers, laborers, tree trimmers, etc.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

- o Provide an organizational chart(s) for office/administrative and on-site staff;
- O Describe ability to secure subcontractors and additional personnel including the use of local labor pool companies.
- Identify the office location for the administration of this project and identify the personnel responsible for the planning and administration of the contract, including; position held previous experience, years with company, years in current position, telephone numbers, and email addresses.
- Resumes of key personnel and on-site staff to be assigned reflecting their experience on similar projects; (maximum 1 page each resume)
- Provide details on the ability and experience of the field staff related to the work;

## Project Approach & Management – Operations Plan:

The information presented shall be in enough detail to enable the County to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

Provide your firm's procedures for disaster debris monitoring including but not limited to:

- Mobilizing procedures (including subcontractors). Provide breakdown of time required to perform each associated task.
- DMS monitoring procedures, including, truck capacity monitoring, truck load verification, ineligible debris, C & D debris, hazardous waste, HHW, e-waste, white goods, wet debris, soil/mud/sand, vehicles/vessels, putrescent debris, infectious waste, chemical/biological/radiological/nuclear contaminated debris, site safety plan
- Tracking source location, debris type, and documentation to City and FEMA.
- Managing subcontractors and field staff
- Specialized debris removal services
- Employee Training Program
- Health and Safety Program
- Data management
- o Incident Reporting
- Quality Control program
- o Vehicle certification procedures
- Complying with requirements of FEMA, FHWA, TxDOT, NRCS, USACE, Federal Aid Construction and any other governmental agency with jurisdiction;
- Load tickets and associated reporting processes;
- o Documenting, tracking, and resolving issues or damages;
- Documenting, tracking and resolving complaints;
- o Reporting (daily progress reports, etc.)
- o DRC invoice reconciliation and data management;
- o Communications during a disaster event recovery;
- Demobilization
- Audit support
- Clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
- o Organizational structure of firm; chain of command; subcontractor's plan;
- Methods used to complete assigned tasks;
- o Please clearly describe all aspects of the project proposed;
- Details of your approach and work plans;
- Methods of mobilization and demobilization;
- Documenting and resolving issues;
- Invoicing and data management;
- Identify any issues or concerns of significance that may be appropriate.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

- Provide additional pertinent information as needed.
- Describe materials and assistance needed from the County.

#### Financial Capacity:

Contractor must have adequate financial resources to perform the requested work and/or the ability to obtain such resources.

- Briefly describe firm's financial status and capacity. Provide proof of adequate line of credit or proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
- o Proposer must provide a notarized letter from a bank verifying an available line of credit in the amount based upon the total annual capacity to provide the services referenced herein.
- Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity upon the total annual capacity to provide the services referenced herein.

Note: Failure to submit the notarized letters required above may result in the Proposal being rejected as none responsive. The County, at its sole discretion, may allow the Proposer to submit the notarized letter(s) during the evaluation phase of the solicitation.

#### Certifications:

- Provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
- List appropriate licenses as issued by the state and county in which the Proposer it headquartered as well as any other office site the Proposer may utilize to perform the work under the proposed contract.
- Copy of the proposer's current professional registration certificate(s) required to provide the services under the proposed contract.
- Documents demonstrating the Proposer is properly registered in the State of Texas to provide the proposed services.

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- o Request for Proposals Sheets (pricing, references, etc.)
- Anti-Collusion Affidavit
- o Conflict of Interest Questionnaire (Form CIQ)
- Debarment Certification
- Sample insurance
- o Proposer's Sample Contract for Debris Management Services

#### KK. PRICE PROPOSAL

The Price Proposal will be submitted in a separate sealed envelope concurrent with the submittal of the Technical Proposal, utilizing the Price Proposal Forms listed on Attachments A and B. Additional pricing for other services offered that pertain to Debris Management Services shall be listed on separate sheets of paper marked as such, and included with the original submittal

#### **Submission of Price Proposal**

The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

The proposer shall provide pricing information relative to providing the services outlined herein. Proposal prices shall be firm and shall not be amended after the date and time of the proposal opening. When appropriate, pricing should be by cubic yard, including, but not limited to, pickup, transportation and all disposal fees. Other services may be listed and priced separately. Pricing shall include all direct and indirect costs including all out-of-pocket expenses. The County is not responsible for expenses incurred in preparing and submitting a proposal. Such costs shall not be included in the proposal.

## Pricing shall include but not be limited to the following services:

- Emergency road clearance;
- Right-of-Way (ROW) vegetative debris removal;
- ROW construction and demolition debris (C&D) removal
- Debris management site (DMS) management and operations;
- Grinding (reduction of storm generated debris);
- Incineration (reduction of storm generated debris);
- Haul-out of reduced debris to final disposal site;
- Removal of hazardous leaning trees and hanging limbs;
- Removal of hazardous stumps; 0
- Household hazardous waste removal, transport, and disposal; 0
- Used electronics removal;
- Abandoned vessel and vehicle removal;
- Animal carcass removal and disposal;
- o Freon removal;
- o Asbestos removal;
- Wet debris removal, tires, salt water killed trees, private property debris removal, concrete crushing, sand screening;
- Ancillary services such as emergency quarters and hygiene facilities; emergency power generation.

The Price Proposal will be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the specifications and scope of work, including all direct costs and expenses, and will also include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

The County, at its sole discretion, may conduct further negotiation to determine the final value of the Agreement to be awarded.

The points awarded by the Evaluation Committee will be added to the Technical Scores for each Proposer to arrive at the final scoring and ranking, which will determine the Successful Proposer(s).

Failure of the Proposer to provide all of the required pricing detail may be cause for rejection of the Response as nonresponsive.

The points awarded by the Evaluation Committee will be added to the Technical Scores for each Proposer to arrive at the final scoring and ranking, which will determine the Successful Proposer(s). Failure of the Proposer to provide all of the required pricing detail will be cause for rejection of the Response as non-responsive.

Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL **DEBRIS MANAGEMENT SERVICES** GALVESTON COUNTY, TEXAS

#### LL. EVALUATION

#### Qualifications/Experience - 20 Points:

Proposer shall provide information on its historical background and experience on emergency recovery projects. At a minimum, the Proposer shall document or provide the following:

Proposer's background, including the number of years the company has been in existence; the number of years the company has been involved with disaster recovery and debris removal; principals of the company; entity's participating in the disaster recovery team; and the company's history and experience working with the proposed joint venture or major subcontractor(s) on disaster recovery and debris removal.

List of the name, title or position, and project duties of those persons who will have a management or senior position working with the County if awarded this contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed and of federal, state and local laws and regulations governing this type of work, as well as the person's familiarity with representatives of FEMA or other federal, state or local agencies.

Proposer's ability to establish and operate multiple DMS sites where collected debris may be sorted, screened for sand, recycled, ground, mulched, burned or otherwise segregated for transport and disposal. The

Proposer's knowledge of regulations affecting the removal, processing, and disposal of mixed debris should be demonstrated.

Detailed description of the Proposer's experience and success in filing and receiving federal (FEMA, etc.) and state reimbursements for disaster recovery work. This discussion should include the Proposer's experience in preparing and submitting federal/state project work sheets.

Proposer's expertise and experience in assessing, removing and disposing of specialty debris including hazardous materials, dead animals and Hazardous Stumps.

Proposer's expertise and experience in demolition of structures, and debris removal from private property (right-ofentry programs) and publicly owned property (other than rights-of-way).

Proposer's expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.

#### Resources & Availability - 20 Points:

This section shall clearly define the availability of the Proposer's managers and key personnel, as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- o Provide all proposed staffing (administrative and field). Include personnel by title and quantities generally provided per each DMS, in the field, etc. The Proposer must provide reasonable assurance that the identified personnel will be available to work on future projects.
- O Subcontractors: Provide list of subcontractors and the percentage of work to be performed by each one. Indicate participation by local subcontractors.
- o Equipment: Provide details of firm's fleet, inventory of equipment and supplies that will be available following a disaster event. Include location of warehouse(s) used to store firm's equipment and supplies. The County expects that the supporting equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.
- Provide an estimate of the current workload and future commitments to other emergency response contracts both in man-hours per years and a percentage of total workload for all key project personnel.

Time: 2:00 P.M.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

- Current Contracts: Provide list of all of the firm's contractual obligations within Texas for similar disaster debris monitoring services. Include name of public agency, their contact information, FEMA contacts (if available). Describe firm's ability to manage activation of multiple contracts. Provide reasonable assurance that such contracts will not interfere with or preclude the awarded firm from responding to the County with firm's full force of manpower and equipment.
- O Provide Proposer's balance sheet and statement of profit and loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate corporate officer or an independent Certified Public Accountant and the latest Dun & Bradstreet report.

## Project Approach & Management - Operations Plan - 25 Points:

Proposer should describe its proposed plan for providing the services identified in this RFP, highlighting proven strategies. Proposer should demonstrate its willingness to design the best response plan to meet the County of Galveston's needs in the event of disaster and depending on the level of the disaster. At a minimum, the Proposer shall provide or document the following:

Proposer's thorough understanding of the elements affecting removal and processing of Vegetative Debris and Mixed Debris including Wet Debris following a disaster event.

Mobilization/operation plan that outlines the Proposers mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in the proposal must be submitted with the proposal. This outline should include a breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish DMS sites, and to mobilize subcontractors. The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment that will be assembled during each phase of the Proposer's response.

Description of the Proposer's "clean as you go" policy.

Operation plan for DMS sites that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc.

Subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by the County.

Proposer's organizational structure and "chain of command" of the Proposer's response team. The Proposer's project management methods should be explained, including protocols for team-work assignments, data management, project tracking, and any other appropriate management considerations. This discussion should demonstrate the Proposer's ability to supervise multiple clean-up crews, manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Proposer's approach to ensuring the quality of the work being performed by its crews and subcontractors.

Description of the onsite emergency response and communication center including the type of communication employed by the Proposer and the Proposer's ability to interface with the County's emergency response equipment.

Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.

Description of the Proposer's customer service plan to respond to County complaints.

Detailed list of any other services the Proposer is able to provide and how these services will be accomplished.

#### SPECIAL PROVISIONS

## REQUEST FOR PROPOSAL DEBRIS MANAGEMENT SERVICES GALVESTON COUNTY, TEXAS

#### Past Performance - 10 Points

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least one government jurisdiction with a population of at least 30,000.

List of all government agencies in the State of Texas for which the Proposer provided emergency debris recovery services within the last five (5) years. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor. Proposer should provide the following information for each agency: government agency name, address and phone number; project/event title; contact person and telephone number; contract term; performance period; fees charged for services provided in each year; and brief description of the work completed.

List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

List of all judgments from lawsuits in the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

#### Price Proposal - 25 Points:

Proposer shall complete the Price Proposal Forms provided with the proposal package as well as include any additional information to provide a complete, all-inclusive price proposal for all services to be provided as outlined in the RFP.

Attachment A includes unit prices for the specified services. On Attachment B, the Proposer shall include all hourly rate charges for personnel and for heavy equipment and vehicles that are employed or owned by the company. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

- End of Special Provisions Section -