

**Mayor, Shawn Findley**  
**Mayor Pro-Tem, Ann Vernon**  
**City Council**  
**Jeff Michalak**  
**Charles Parette**  
**Darin Clark**  
**Kris Kuehnel**



**411 Tallowood Drive**  
**El Lago, Texas 77586**  
**Phone (281) 326-1951**  
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**www.ellago-tx.gov**

**Rachel Lewis, City Secretary**

**City of El Lago**  
Notice to Bidders  
Sealed Bid Project #2022-02  
Post Disaster Debris Removal and Disposal

The City of El Lago is seeking proposals for the purpose of entering into a contract for Post Disaster Debris Removal and Disposal. Sealed Request for Proposals for Post Disaster Debris Removal and Disposal, Project No. 2022-02, will be received until 5:00 PM on June 1, 2022 by the City Secretary Rachel Lewis at El Lago City Hall, 411 Tallowood Drive, El Lago, Texas 77586. Bids must be received and date and time stamped prior to the aforementioned time, when they will be publicly opened and read aloud at El Lago City Hall. No late bids will be accepted. Bidding documents may be obtained by contacting Rachel Lewis through email at [citysec@ellago-tx.gov](mailto:citysec@ellago-tx.gov). RFP documents may also be obtained from the City of El Lago website at [www.ellago-tx.gov](http://www.ellago-tx.gov). No pre-bid meeting will be held for this project.

PUBLISH DATES:   Wednesday, May 4, 2022  
                          Wednesday, May 11, 2022

# City of El Lago RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	5/4/2022
Published	5/4/2022 5/18/2022
Bid Due Date (5:00 PM)	06/01/2022
Bid Opening (11:00 AM)	05/04/2022

## **Checklist of Documents to Return in Sealed Bid**

- \_\_\_\_\_ Vendor Information Form
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Cost Sheet
- \_\_\_\_\_ Exceptions to Specifications
- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Conflict of Interest Questionnaire
- \_\_\_\_\_ House Bill 89 Verification Form

## I. General Terms and Conditions

### A. INTENT

The City of El Lago, is preparing for future Disasters by entering into a pre-event contract for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Temporary Debris Staging and Reduction Site Management. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. The City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

### B. RECEIPT AND OPENING OF BIDS

The City of El Lago, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, **including one (1) marked original and one (1) marked duplicate and one (1) digital copy on a flash drive** on the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on Bids; staples, paper clips, binder clips and 3-ring binders are acceptable forms of binding. The name and address of BIDDER shall be marked on the outside of the submitted bid packet, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification. **Any bid received after the time and date specified shall not be considered.**

### C. BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by Rachel Lewis, City Secretary at 411 Tallowood Drive, El Lago Texas 77586, **prior to the bid due date, June 1, 2022 at 5:00 PM.**

### D. SCHEDULE CHANGES AND OTHER ADDENDUMS

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. All questions, comments or requests for clarification **must be submitted in WRITING**. Every request for such interpretation must be in writing addressed to Rachel Lewis, City Secretary, 411 Tallowood Drive, El Lago, TX 77586, or emailed to [citysec@ellago-tx.gov](mailto:citysec@ellago-tx.gov). No additional information will be given orally, in person or over the phone. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS as soon as reasonably possible after they are received. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid.

#### E. PRE-BID MEETING

There is no pre-bid meeting scheduled for this project.

#### F. METHOD OF AWARD

Contract will be awarded only to responsible BIDDER(S), possessing the ability to perform successfully under the terms and conditions of this Bid. Consideration will be to give such matters as:

- Contractor integrity
- Compliance with public policy
- Record of Past Performance
- Financial and technical resources

#### G. QUALIFICATIONS OF BIDDER

At the time of opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of his/her bid.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to the complete the work described therein. Conditional bids will not be accepted.

#### H. CONDITIONS OF WORK

Each BIDDER must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all services and labor necessary to carry out the provisions of the contract.

#### I. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The CONTRACTOR shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

**J. EQUAL EMPLOYMENT OPPROTUNITY**

Employees and applicants for employment must not be discriminated against because of their race, color, creed, sex, or national origin.

**K. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the CONTRACTOR shall:

- Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 as may be amended/updated.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

**L. CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of El Lago City Secretary by emailing Rachel Lewis at [citysec@ellago-tx.gov](mailto:citysec@ellago-tx.gov). Completed Conflict of Interest Questionnaire's may be mailed or delivered to the City Secretary, 411 Tallowood Drive, El Lago, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

**M. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Section 2252.151 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract with companies that engage in business with Iran, Sudan, or known foreign terrorist organizations. These companies will be identified on a list prepared and maintained by the Texas State Comptroller.

**N. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Pursuant to Section 2270 of the Texas Government Code, as of September 1, 2017, a governmental entity may not enter into a contract for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. A completed House Bill 89 Verification Form include will be required prior to award of bid.

O. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, a completed Form 1295 will be required. This form is **NOT** required unless there is a contract between the vendor and the City.

P. NON-TRANSFERABLE AGREEMENT

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the Mayor who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the Mayor. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

Q. INDEMNIFICATION

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM**

**THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**R. CONTRACT TERM**

The number of days within which, or the dates by which, the work is to be substantially completed and also completed and ready for final payment will be determined and included in the CONTRACT documents for each event.

**S. INSURANCE**

The CONTRACTOR shall keep and maintain during the term of this CONTRACT, a comprehensive general liability policy, with the CITY named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements.
4. Professional Liability, Errors, Omissions in an amount to be determined in the Scope of Work.

A copy of ANY current Certificates of Insurance should be included with your bid.

The CONTRACTOR shall furnish the CITY with an Insurance Policy Endorsement evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in the CONTRACT resulting from this bid. Thirty (30) days prior notice of policy cancellation shall be provided to the CITY.

**T. RATE OF PAY**

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the CONTRACT and compliance with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the CITY an Insurance

Endorsement or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the Contract.

## U. BOND REQUIREMENTS

With Bid Submission, all BIDDER's must submit a bid bond for an amount equal to not less than 5% of the total price of the project. Within seven (7) days of, execution of contract, the successful Bidder awarded this project will provide a performance and payment bonds for 100% of the Estimated Contract Total. All Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

## LIQUIDATED DAMAGES

Should the Service Provider fail to complete requirements set forth in this statement of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Service Provider shall pay the City, as liquidated damages, the following:

- The Service Provider shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within 24 hours of notice to proceed.
- The Service Provider shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to begin work in the City, beginning 72 hours after issuance of notice to proceed.
- The Service Provider shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site. Application of liquidated damages does not release the Service Provider of all liability associated with hauling and depositing material to an unauthorized location.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per incident where the Service Provider fails to repair damages that are caused by the Service Provider or subcontractor(s). Application of liquidated damages does not release the Service Provider from the responsibility of resolving or repairing damages.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to complete the project by the agreed upon project completion date.
- The Service Provider shall pay the City, as liquidated damages, \$500.00 per calendar day of delay to remediate each DMS to the original condition based on the completion date set forth by the City and Service Provider per DMS.
- The Service Provider shall pay the City, as liquidated damages, \$100.00 per incident where the Service Provider fails provide sufficient documentation to the City to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA eligible disaster.

## **PAYMENT AND PERFORMANCE BONDS**

Upon a Notice to Proceed, Contractor shall provide payment bond and performance bond for the entire estimated award amount of this contract. Both the Contractor and the City agree, that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful payment to all persons supplying labor and materials or furnishing the Contractor any equipment in the execution of the Contract, and it is agreed that the Notice to Proceed shall not be in effect until such performance and payment bonds are furnished and approved by the City. If a bond is submitted, it shall be executed by the proposer and by a corporate surety, the qualifications of which shall be as required below. Such performance bond shall expressly provide that the principal and surety shall be liable to the City for the full amount of such performance bond, thereby agreed upon and admitted as the amount of the damages to be suffered by the City on account of the failure of the proposer to so comply with the terms of his proposal. If the proposer furnishes a deposit instead of a performance bond, such deposit shall secure the City to the same purpose and effect, as the nature of the security which would have been provided had a performance bond been furnished. The performance bond must be issued by a reliable surety company authorized to do business in the State of Texas.

## **EXECUTION OF BONDS**

The contractor will be required to execute performance and payment bonds, the amount of each not to be less than the contract price, with good and sufficient sureties on a form satisfactory to the City. The surety company must be authorized and admitted to write surety bonds in the State of Texas. If the amount of the bond exceeds \$100,000 the surety must:

- hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- have obtained reinsurance of any liability in excess of \$100,000 from a re-insurer that is authorized and admitted as a re-insurer in the State of Texas and is the holder of a certificate of authority from the United States Secretary of Treasury to qualify as a surety as re-insurer on obligations permitted under federal laws

## **V. INVOICE AND PAYMENT**

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

Bidder shall include Purchase Order number on corresponding invoice. Invoices will be sent to:

CITY OF EL LAGO  
ATTN: RACHEL LEWIS  
411 TALLOWOOD DRIVE  
EL LAGO, TX 77586

The City of El Lago shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work.

## W. TERMS AND CONDITIONS

- The City of El Lago will accept **sealed bids** Monday through Thursday, 8:00 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 12:00 p.m. Bids must be received by the CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
- All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
- Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
- Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
- The City of El Lago reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of El Lago must have at **least** three working days (72 hours) notice prior to bid opening date.
- **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid. Under no circumstances will the terms of this Notice and documents be modified or changed unless reduced to writing by City.**
- **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
- Bid offered shall be valid for sixty (60) days from opening date.
- The City of El Lago is exempt from taxes. DO NOT INCLUDE TAX IN BID.
- The City of El Lago reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
- Bidder MUST give full legal name, type of business entity, firm/trade name and legal address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
- Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of

the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.

- NO substitutions or cancellations permitted without prior written approval of the City of El Lago.
- All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of El Lago reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of El Lago.
- DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
- Consistent and continued tie bidding could cause rejection of bids by the City of El Lago and/or investigation for Anti-Trust violations.
- If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Bidder understands that the City is subject to the Texas Public Information Act and related law, which shall control determination of confidentiality of such information.
- The Contractor/Supplier agrees to protect the City of El Lago from claims involving infringement of patents or copyrights.
- Original invoices shall be sent to the City of El Lago, 411 Tallowood Drive, El Lago, TX 77586; Attn: Rachel Lewis.
- The City of El Lago shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of El Lago shall constitute all items bid being received and in good working order to the City of El Lago's satisfaction.
- **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and follow all requirements pertaining to House Bill 1295.**
- **Effective September 1, 2017 all businesses entering into contracts will be checked against the list available on the Texas Comptroller website to verify that they do not and will not boycott Israel through the term of the agreement, pursuant to House Bill 89. In addition, the City of El Lago will require a House Bill 89 Verification Form, included with this packet.**
- **Effective September 1, 2017 all businesses entering into contracts with the City will be checked against the list available on the Texas Comptroller Website to verify that they do not do business with Iran, Sudan and known terrorist organizations, pursuant to Senate Bill 252.**

## II. Scope of Work

### A. PROJECT OVERVIEW

The City of El Lago, is preparing for future Disasters by entering into a pre-event contract for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Temporary Debris Staging and Reduction (TDSR) Site Management, within the corporate limits of El Lago. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. The City has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

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

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

The proposal should provide a detailed outline of how work will be accomplished. At a minimum the proposal should include the following information:

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

- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris. These quantities do **NOT** represent actual quantities, anticipated quantities, or contractual quantities. They are **ONLY** for the purposes of reviewing debris removal plans, processes and procedures.

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

## B. SCOPE OF WORK

The City seeks company(ies) to provide the designated services after any disaster situations including, but not limited to, hurricane, flood, tornado or other wind driven or severe weather disaster or emergency. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the Mayor, Emergency Management Coordinator or other designee. Initial response shall be deemed as having a Contractor’s representative physically present at the El Lago City Hall within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed. Secondary Contractor will be notified if Primary Contractor fails to commence work within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause may be imposed.

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

The City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed

by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

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

### **1. Debris Removal Management**

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

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;
- Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris;
- As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event;
- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
- Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
- Removal of sand and earthen materials from roads, streets and rights-of- way.

### **2. Documentation Management and Support**

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

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

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

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

**3. Mobilization - Emergency Debris Road Clearance**

The Contractor shall mobilize management staff to the City within twelve (12) hours following notification of need. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy-two (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

**4. Mobilization - Debris Removal / TDSRS Management**

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

**5. Debris Removal from Public Rights-of-Way**

As identified by and directed by the City, the Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Storage and Reduction Sites (TDSRS's) from public rights-of-way; and, shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

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

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

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

The Successful Proposer will appoint one of their employees as the key contact for approval by the Emergency Management Coordinator.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required

of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

#### **7. Hand Loading**

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

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

#### **8. Subcontractors**

The Contractor shall provide City with an updated list of all subcontractors including phone numbers of contact personnel annually, or in the event of any changes. This notification should be provided to the Director of the Office of Emergency Management and the Public Works Director. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

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

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

#### **9. Costs for Scope of Work**

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

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be

allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

**10. Retainage / Completion of Work**

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

**11. Final Payment**

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

**C. STAFFING REQUIREMENTS**

**1. Staffing Requirements – Contractor**

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists and notify the parties accordingly. All of the services required shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor shall provide City with an updated list of contact personnel annually, or in the event of any changes, including phone numbers and email addresses. This notification should be provided to the Director of the Office of Emergency Management and the Public Works Director.

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

**a. Unauthorized Alien Workers**

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

**b. Example of Staffing**

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

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

**2. Staffing Requirements – City**

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

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

**D. MINIMUM LEVEL OF SERVICE**

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a “declared emergency” by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate

with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

#### E. PERFORMANCE REMEDY NOTIFICATION

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

#### F. LIQUIDATED DAMAGES

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

The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

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

#### G. MOST FAVORABLE PRICING

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

#### H. ACCIDENT PREVENTION

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

## I. GENERAL REQUIREMENTS

### 1. Reporting

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

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

### 2. Dumpsites (TDSR Sites)

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

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

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

### 3. Other Considerations

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

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

necessary to perform under the contract. Copies of all permits shall be submitted to the City.

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

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

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City. There shall be no overnight parking or camping on public property without the approval of the City. The Contractor is encouraged to employ experienced and qualified local subcontractors.

#### **4. Equipment**

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

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

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

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

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City.

Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to

capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

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

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

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

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

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

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

Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

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

## 5. Load Tickets

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

At a minimum each ticket will contain the following information:

The City of Taylor Lake Village Debris Load Ticket (as a title)

Contractor Name

Ticket Number

Load Site Location

Date

Load Site Zone

Truck (Container) Number

Capacity (Container)

Total Debris Volume (Quantity)

Dump Site Name (Location)

Debris Classification (Vegetation, C&D, Mixed, Other)

Comment Section

Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

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

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

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

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

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

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

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

## **6. Traffic Control**

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

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

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

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

## **7. Hazardous Waste Spills**

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

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

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

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/TCEQ reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.

- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

### III. Proposal Submittals

Proposers must include the following information in their proposals and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

#### A. TITLE PAGE

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

#### B. TABLE OF CONTENTS

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

#### C. CONTRACTOR ROLE & RELATIONSHIP WITH THE CITY

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

#### D. SUMMARY OF QUALIFICATIONS

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

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

- Indicate specifically the personnel who will have primary responsibility for the City's contract. Also, indicate all key individuals, and their tasks and/or areas of expertise. Identify the percentage of work to be completed by subcontractor(s).
- A summary of any litigation filed against the proposer in the past five (5) years that is related to the services to be provided. The summary shall state the nature of the litigation, a brief

description of the case, the outcome or projected outcome and the monetary amounts involved.

- Provide a comprehensive list of contracts (current or prior) represented by type of event, contract value, duration of contract and interaction with FEMA.
- Provide a list of other government contracts that you currently have and state where the City would fall in terms of priority.
- Provide a minimum of three (3) references within the State of Texas, of similar current and ongoing contracts for a minimum of twelve (12) consecutive months.
- Provide a comprehensive list of equipment available for use with this contract.
- Financial Statements

#### E. PROPOSED COST

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

#### F. ADDITIONAL REQUIRED PROPOSAL SUBMITTAL FORMS

- Vendor Information Form
- Bid Form
- Cost Sheet
- Exceptions to Specification
- House Bill 89 Verification Form
- Conflict of Interest Questionnaire
- Resumes or Qualifications of key personnel who might be assigned to this project

# VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF EL LAGO, TEXAS FOR  
POST DISASTER DEBRIS REMOVAL AND DISPOSAL

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PERSON NAME: \_\_\_\_\_

CONTACT PERSON TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL STATUS OF CORPORATION:

INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

## Bid Form

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
  
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of CITY'S Notice of Award.
  
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):  

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____
  
  - B. BIDDER has familiarized itself with the nature and extent of the work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
  
4. BIDDER will complete the Work for the following price: (Note: Bid item is for work complete in place). These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work that may not be specifically mentioned.

\_\_\_\_\_  
Company Representative (Printed)

\_\_\_\_\_  
Company Representative (Signature)

\_\_\_\_\_  
Date

## COST SHEET

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Please propose only the services that your company is qualified to propose.

The Equipment with Operator/Labor descriptions are general and may apply to several of the specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost that may be required to perform services.

THE FOLLOWING SERVICES SHALL BE PROVIDED AT NO CHARGE. PLEASE INITIAL EACH ONE.

18	<u>Training and Assistance sessions</u> for all key City personnel in all disaster debris recovery planning efforts, as requested.	Initial Only →	
19	<u>Mobilization and Demobilization</u> – all arrangements necessary to mobilize and demobilize the Contractor’s labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.	Initial Only →	
20	<u>Mobile Command Unit</u> – the Contractor shall provide use of a mobile command unit for City debris recovery management personnel to serve as a field operations	Initial Only →	
21	<u>Temporary Storage of Documents</u> – the Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Initial Only →	
22	<u>Debris Planning Efforts</u> – the Contractor shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to estimation of debris quantities and emergency action plans for debris clearance following a disaster event.	Initial Only →	

23	<u>Closure and Remediation of the TDSRS</u> – the Contractor shall remove all Contractor’s equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved, final disposition site. Ash piles shall be tested using the Toxicity Characteristic Leaching Procedure and ash shall be disposed of in a Class I landfill if contamination is NOT found. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater and the test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state.	Initial Only →	
24	<u>Reporting and Documentation</u> – the Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document the Debris Recovery Services.	Initial Only →	
25	<u>Travel and Per Diem Costs</u> – the City will NOT pay for any travel or per diem costs incurred by the Contractor	Initial Only →	

### Emergency Road Clearance

Item #	Description	Cost	Unit
A	Dump Truck, 16-20 CY capacity, with Operator		Hour
B	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator		Hour
C	Two (2) Person Laborer Crew with Chainsaws, 16” min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)		Hour
D	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone		Hour
E	Track Hoe Excavator, 2-3 CY bucket with operator		Hour
F	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator		Hour

### Debris Removal Processing and Disposal

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)		CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Public Property		CY

	(Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
6	Management of TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal		CY
8	Grinding or consolidation of C&D debris at TSDSRS		CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal		CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal		CY
11	Pick Up and Haul of White Goods to Site within City		UNIT
12	Pick Up and Disposal of Hazardous Material		LB
13	Pick Up and Disposal of Household Hazardous Waste		LB
14	Pick Up and Disposal of Electronic Waste		LB
15	Freon Management and Recycling		UNIT
16	Dead Animal Collection, Transportation and Disposal		LB
17	Abandoned Vehicle Removal		VEHICLE
18	Recreational Vehicle		Per LF
19	Disposal of asbestos containing material		CY
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)</b>			
20	6 inch diameter to 11.99 inch diameter		See conversion chart
21	12 inch diameter to 23.99 inch diameter		See conversion chart
22	24 inch diameter to 47.99 inch diameter		STUMP
23	48 inch diameter and greater		STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9</b>			
			PER TREE
24	Removal of hazardous hanging limbs greater than 2 inches		EACH
25	Removal of hazardous standing trees 6" – 12" in diameter		EACH
26	Removal of hazardous standing trees 13" – 24" in diameter		EACH
27	Removal of hazardous standing trees 25" – 36" in diameter		EACH
28	Removal of hazardous standing trees 37" – 48" in diameter		EACH
29	Removal of hazardous standing trees greater than 48" in diameter		PER TREE
<b>Marine, Lake or Inland Water Debris Removal</b>			
30	Canals, bayous and ditches		PER LF
31	Bays and other open waters		PER ACRE
32	Boat removal		PER LF

<b>The following items shall be billed on a time and material basis according to the attached schedules:</b>			
33	Emergency Road Clearance	See Equipment & Labor Rates	
34	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		SQ/FT
35	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
36	Generators, light plants, water pumps, portable toilets and other required equipment or materials		COST PLUS

**NOTES:**

1. This price assumes that TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \_\_\_\_\_ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \_\_\_\_\_ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the Attachment 1 FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**EQUIPMENT RATES**

<b>Equipment Description</b>	<b>Unit</b>	<b>Unit Price</b>
JD 544 Wheel Loader with debris grapple		Hour
JD 644 Wheel Loader with debris grapple		Hour
Extendaboom Forklift with debris grapple		Hour
753 Bobcat Skid Steer Loader with debris grapple		Hour
753 Bobcat Skid Steer Loader with bucket		Hour
753 Bobcat Skid Steer Loader with street Sweeper		Hour
30-50 HP Farm Tractor with box blade or rake		Hour
2-2 ½ Cu.Yd. Articulated Loader with bucket		Hour
3-4 Cu.Yd. Articulated Loader with bucket		Hour
JD 648E Log Skidder or equivalent		Hour
CAT D4 Dozer		Hour
CAT D6 Dozer		Hour
CAT D8 Dozer		Hour
CAT 125 – 140 HP Motor Grader		Hour
JD 690 Trackhoe with debris grapple		Hour
JD 690 Trackhoe with bucket & thumb		Hour
Rubber Tired Trackhoe with debris grapple		Hour

JD 310 Rubber Tired Backhoe with bucket and hoe		Hour
Rubber Tired Excavator with debris grapple		Hour
210 Prentiss Knuckleboom with debris grapple		Hour
Self-Loader Scraper Cat 623 or equivalent		Hour
Hand Fed Debris Chipper		Hour
300 – 400 Tub Grinder		Hour
800 – 1,000 HP Diamond Z Tub Grinder		Hour
30 Ton Crane		Hour
50 Tone Crane		Hour
100 Ton Crane (8-hour minimum)		Hour
40-60' Bucket Truck		Hour
Service Truck		Hour
Water Truck		Hour
Portable Light Plant		Hour
Equipment Transports		Hour
Pickup Truck, Unmanned		Hour
Self-loading Dump Truck with Knuckleboom and debris grapple		Hour
Single Axle Dump Truck, 5 – 12 Cu.Yd.		Hour
Tandem Dump Truck, 16 - 20 Cu.Yd.		Hour
Trailer Dump, 24 – 40 Cu.Yd.		Hour
Trailer Dump Truck, 61 – 80 Cu.Yd.		Hour
Power Screen		Hour
Stacking Conveyor		Hour
Off Road Trucks		Hour

### LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager		Hour
Superintendent with truck, phone & radio		Hour
Foreman with truck, phone & radio		Hour
Safety/Quality Control Inspector with vehicle, phone & radio		Hour
Inspector with vehicle, phone & radio		Hour
Climber with gear		Hour
Saw Hand with chainsaw		Hour
Laborers & Flagmen		Hour
Public Assistance Manager		Hour
Documentation Clerk		Hour
Timekeeper		Hour
HazMat Professional		Hour
Household HazMat Inspection & Removal Crew		Hour
Generators from 10 KW to 300 KW		Hour

Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	
<p><b>Notes:</b></p> <p>1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.</p> <p>2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.</p> <p>3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.</p>		

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOURLY OT
A.1	210 Prentice Loader	\$	\$	\$
A.2	Self Loading Prentice Truck 25 to yard dump body	\$	\$	\$
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$	\$	\$
A.4	Wheel Loader 3 to 5 yard bucket	\$	\$	\$
A.5	Tandem Dump Truck 16 to 20 yards	\$	\$	\$
A.6	Mini Loader/Bobcat	\$	\$	\$
A.7	Dozer/Cat D6 or equivalent	\$	\$	\$
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$	\$	\$
A.10	Chainsaw with operator	\$	\$	\$
A.11	Laborers	\$	\$	\$
A.12	Four men crew with transportation	\$	\$	\$
A.13	Three men crew with transportation	\$	\$	\$
A.14	Two men crew with transportation	\$	\$	\$
A.15	Supervisor with transportation	\$	\$	\$
A.16	Safety Manager with transportation	\$	\$	\$
A.17	Flagger for traffic control	\$	\$	\$
A.18	Canteen Staff	\$	\$	\$
A.19	Canteen Supervisor	\$	\$	\$
A.20	Trash Transfer Trailers – 100 yard with Tractor	\$	\$	\$
A.21	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.22	Trash Transfer Trailer _____ yard with Tractor	\$	\$	\$
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOURLY OT
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation and administration costs	\$		

**THE FOLLOWING OPTIONAL/ADDITIONAL SERVICES MAY BE PROVIDED AT CITIES REQUEST**  
If requested, these items shall be provided at a fixed rate. Equipment that must be leased by Contractor, shall be leased for the minimum allowed term, preferably weekly.

**SATELLITE COMMUNICATIONS**

ITEM	DESCRIPTION	Unit	Cost
B.1	Rental of Equipment – Capability of calling nationwide from Texas, as well as Internet access and fax – no additional roaming or long distance charges		
B.2	Phone usage		

**TEMPORARY SANITARY FACILITIES**

Equipment to be serviced at a minimum of three time per week.

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	Rental Cost
C.1	Portable Restroom System		
C.2	Portable Toilet Unit		
C.3	Portable Laundry Facilities		
C.4	Mobile/Portable Shower System		
C.5	Portable Hand Washing System		

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	Rental Cost
C.6	Portable Housing Facilities		

**REEFER & REFRIGERATION CONTAINERS W/INITIAL ICE DELIVERY**

Cost for fueling, repairs and maintenance shall be compensated based on Schedule A

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	RENTAL COST
D.1	Equipment Rental		
D.2	Initial Ice Delivery and possible future deliveries		

**POTABLE WATER TRUCK AND DRINKING WATER**

Labor for fueling, refilling trucks and maintenance/repairs shall be based on Schedule A.

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	COST
E.1	Equipment Rental		
E.2	Initial Bottled Water Delivery and possible future deliveries		

**MOBILE FLEET REPAIR FACILITIES**

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	COST
F.1	Equipment Rental		
F.2	Staffing Labor		
F.3	Materials (i.e. supplies, oil, repair materials)		

**TEMPORARY SIGNAGE AND TRAFFIC CONTROL**

Labor for installing signage and traffic control devices shall be based on Schedule A

ITEM	DESCRIPTION	Cost
G.1	Equipment Rental	
G.2	Equipment Purchased by City	

**CANTEEN**

Labor for staffing Canteen shall be based on Schedule A.

ITEM	DESCRIPTION	ROUND TRIP TRANSPORTATION COST PER UNIT	COST
H.1	Equipment Rental		

**EMERGENCY DRY-IN OF**

Labor for performing services shall be based on Schedule A.

ITEM	DESCRIPTION	COST
I.1	Non-specified Equipment Rental	
I.2	Materials (i.e. plywood, hardware materials)	

**TEMPORARY SECURITY**

Labor for performing services shall be based on Schedule A.

ITEM	DESCRIPTION	COST
J.1	Equipped Security Staffing w/transportation.	

**TEMPORARY LIGHTING**

Labor shall be based on Schedule A.

ITEM	DESCRIPTION	COST
K.1	Equipment Rental	

**PORTABLE FUELING DISPENSING UNIT AND SERVICES**

Labor for fueling services and maintenance/repairs of equipment shall be based on Schedule A.

ITEM	DESCRIPTION	COST
L.1	Equipment Rental	

**TEMPORARY HOLDING FACILITY**

Labor for services shall be compensated based on Schedule A.

ITEM	DESCRIPTION	COST
M.1	Materials or Unit Rental	



## House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of \_\_\_\_\_  
\_\_\_\_\_ hereafter referred to as company, **do hereby affirm that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes No

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

Yes No

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

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

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**Stump Conversion Table**  
**Diameter to Volume Capacity**

FEMA quantifies the amount of cubic yards of debris for each size of the stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards	Stump Diameter (inches)	Cubic Yards
6	0.3	47	15.8
7	0.4	48	16.5
8	0.5	49	17.2
9	0.6	50	17.9
10	0.7	51	18.6
11	0.9	52	19.4
12	1	53	20.1
13	1.2	54	20.9
14	1.4	55	21.7
15	1.6	56	22.5
16	1.8	57	23.3
17	2.1	58	24.1
18	2.3	59	24.9
19	2.6	60	25.8
20	2.9	61	26.7
21	3.2	62	27.6
22	3.5	63	28.4
23	3.8	64	29.4
24	4.1	65	30.3
25	4.5	66	31.2
26	4.8	67	32.2
27	5.2	68	33.1
28	5.6	69	34.1
29	6	70	35.1
30	6.5	71	36.1
31	6.9	72	37.2
32	7.3	73	38.2

33	7.8	74	39.2
34	8.3	75	40.3
35	8.8	76	41.4
36	9.3	77	42.5
37	9.8	78	43.6
38	10.3	79	44.7
39	1.9	80	45.9
40	11.5	81	47
41	12	82	48.2
42	12.6	83	49.4
43	13.3	84	50.6
44	13.9		
45	14.5		
46	15.2		

## ATTACHMENT 2

### Federal Contract Required Clauses

The activation of any Contract resulting from this RFP will be subject to FEMA reimbursement. Therefore, the following contract clauses will be required, where applicable, pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II.

#### **I. Remedies.**

- A. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- B. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

#### **II. Termination for Cause and Convenience.**

- A. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- B. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **III. Equal Employment Opportunity.**

- Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- Key Definitions.
  - Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of

buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- Applicability.  
This requirement applies to all FEMA grant and cooperative agreement programs.
- The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 setting forth the provisions of this nondiscrimination clause.
- B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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.
- E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.

- G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### **IV. Davis Bacon Act and Copeland Anti-Kickback Act.**

1. Applicability of Davis-Bacon Act.

The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

2. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
3. In accordance with the statute, contractors 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. In addition, contractors must be required to pay wages not less than once a week.
4. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
6. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the

previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti -Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti -Kickback" Act.

- Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

**V. Contract Work Hours and Safety Standards Act.**

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

- employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  - d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**VI. Rights to Inventions Made Under a Contract or Agreement.**

- Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative

Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

VII. **Clean Air Act and the Federal Water Pollution Control Act.**

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

VIII. **Debarment and Suspension.**

- **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Sub recipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. §180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- Specifically, a covered transaction includes the following contracts for goods or services:
  - a. The contract is awarded by a recipient or sub recipient in the amount of at least \$25,000.
  - b. The contract requires the approval of FEMA, regardless of amount.
  - c. The contract is for federally-required audit services.
  - d. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or sub recipient and requires either the approval of FEMA or is in excess of \$25,000.
- The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt.180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**IX. Byrd Anti-Lobbying Amendment.**

1. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
3. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
4. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**X. Procurement of Recovered Materials.**

- A. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- B. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- C. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/comprehensive-procurement-guidelines>.”

**XI. Additional FEMA Requirements.**

- 1. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- 2. Changes.  
To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**3. Access to Records.**

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

**4. The following provides a contract clause regarding access to records:**

“Access to Records. The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

**XII. DHS Seal, Logo, and Flags.**

1. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
2. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

**XIII. Compliance with Federal Law, Regulations, and Executive Orders.**

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

**XIV. No Obligation by Federal Government.**

- A. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to

the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- B. The following provides a contract clause regarding no obligation by the Federal Government:  
“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

**XV. Program Fraud and False or Fraudulent Statements or Related Acts.**

1. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
2. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”