

*Orange County, Texas
Request for Proposals*



*Disaster Recovery Services for Orange County
RFP-26001*

SUBMIT SEALED PROPOSALS TO:

Orange County
Purchasing Department
714 Polk Ave
Orange, Texas 77630

****NOTE:**

All correspondence must include the term
“Purchasing Department” in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Wednesday, APRIL 29, 2026
2:00 PM (Central)

LABEL ENVELOPE:

RFP-26001
Disaster Recovery Services

***ALL SUBMITTALS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF ORANGE COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

SUBMITTALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.

SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after Commissioners Court award.

Requests for information must be in
writing and directed to:
Michelle Carroll
Purchasing Agent
mcarroll@co.orange.tx.us

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Orange County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



**COUNTY PURCHASING AGENT
ORANGE COUNTY TEXAS**

Vendor Information

Michelle Carroll

Purchasing Agent

Office (4010) 882-71000

Legal Company Name (top line of W10)				
Business Name (if different from legal name)				
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business?	
Federal ID # or S.S. #			SAM.gov Unique Entity ID #	
SAM.gov CAGE / NCAGE				
Publicly Traded Business	___ No ___ Yes Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone Number				
E-mail				
Contact Person				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	Cert Date	Exp Date
	SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business WBE-Women's Business Enterprise <input type="checkbox"/>		_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,101010,101010 ____		
	\$5,000,000- \$16,101010,101010 _____	\$17,000,000-\$22,31010,101010 _ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

1.0 INTRODUCTION:

Orange County, Texas (hereafter referred to as the “County”) seeks Sealed Proposals (“Proposals or RFP”) for selection of qualified Contractors (“Respondent”) for disaster recovery services, in accordance with the terms, conditions and requirements as specified herein. The project may be totally or partially funded utilizing Federal Emergency Management Agency (FEMA); therefore, respondent is responsible for complying with FEMA and any and all Federal and State rules and regulations.

2.0 GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- 2.2 All Respondents submitting proposals agree that their pricing is valid for a minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.
- 2.4 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County’s Purchasing Agent in writing. Attempts to contact any members of the County’s Commissioners’ Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Orange County, Texas. Thus, responses should be directed to the Assistant Purchasing Agent, as outlined below. **Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact.** Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Michelle Carroll
Purchasing Agent
Orange County Purchasing Department
714 Polk Ave.
Orange, Texas 77630
mcarroll@co.orange.tx.us

4.0 SUBMISSION REQUIREMENTS:

- 4.1 Submission requirements: one (1) original proposal, nine (10) paper copies, and one (1) electronic response on a labeled flash drive are required by RFP opening time of **2:00 PM on Wednesday, APRIL 29, 2026**. Flash drive must contain only one (1) file in PDF format and must match the written/original/paper response identically. Failure to provide proper original, flash drive or copies is cause for disqualification. Proposal shall be submitted to the address shown below. Proposal shall be signed by a person having the authority to bind the firm in a contract.

Orange County
Purchasing Department
714 Polk Ave

Proposal Number: RFP-26001
Due Date: **Wednesday, APRIL 29, 2026**
Time: **2:00 PM (CST)**

Orange, Texas 77630

For: Disaster Recovery Services

- 4.2 Respondents may submit their proposal any time prior to the Opening Date and time. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.

- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Orange County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

- 7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at

once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **Tuesday, APRIL 21, 2026 10:00 AM (central)**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

- 7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 TENTATIVE SCHEDULE:

Release of RFP:	April 04, 2026
Deadline for Questions:	APRIL 21, 2026
Submission Due Date:	April 29, 2026
Evaluation of Submissions:	Week of May 04, 2026

9.0 PRE-RFP CONFERENCE:

There is no Pre-RFP conference for this project.

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 11.1 The prices in this proposal have been arrive at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.

- 11.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Orange County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

- 13.1 All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 13.2 Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

14.0 LIMITS OF SUBCONTRACTORS:

- 14.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.
- 14.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

15.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Orange County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

16.0 INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

17.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

18.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 11088, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

19.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

20.0 TEXAS ETHICS COMMISSION FORM 12105:

20.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 12105 "Certificate of Interested Parties", per the new Government Code Statute §2252.1008. All firms submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 12105 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form12105.htm.

20.2 On-line instructions:

20.2.1 Name of governmental entity is to read: Orange County

20.2.2 Identification number use: RFP-26001

20.2.3 Description is: Disaster Recovery Services

- 20.3 Highest evaluated respondent will be required to provide the Form 12105 within three (3) calendar days from notification; however, if your company is publicly traded, you are not required to complete this form.

21.0 INSURANCE:

- 21.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Orange County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 21.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 21.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 21.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 21.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 21.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

- 21.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 21.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

22.0 INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Respondent or any of Respondent's agents, servants or employees.

- 22.1 Respondent shall timely report all such matters to Orange County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Orange County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Orange County required by Respondent in the defense of each matter.
- 22.2 Respondent's duty to defend, indemnify and hold Orange County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Orange County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 22.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 22.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Orange County, in the event Orange County is found to have been negligent for having selected Respondent to perform the work described in this request.

- 22.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 22.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Orange County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Orange County.
- 22.7 Loss Deduction Clause - Orange County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

23.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 23.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 23.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

24.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Orange County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

25.0 PERFORMANCE AND PAYMENT BOND:

In the event this contract is activated all awarded contractors shall post with Orange County, within thirty-six (36) hours of notice and prior to any work commencing, a performance and payment bond in the amount of one hundred percent (100%) of the total purchase order or work authorization amount. These bonds shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. **Provide a letter from Surety Company of current bonding availability. Each year upon renewal updated letter is required to be provided to the Purchasing Department.**

26.0 RETAINAGE:

Invoices presented to the County will be less a 10% retainage. Payment retainage will not be released until all debris sites have been closed and remediated and proof that all subcontractors have been paid in full.

27.0 TERM OF CONTRACT:

The term of this contract is for a period of thirty-six (36) months with two (2) additional one (1) year renewal options under the same terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

28.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website, if applicable, <https://sam.gov/content/home>, and with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

29.0 PROJECT DESCRIPTION AND REQUIREMENTS:

- 29.1 Orange County seeks responses from experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways, and to set up and operate temporary debris staging and reduction (TDSR) sites at designated locations within Orange County, Texas, immediately after a hurricane or other debris-generating disaster.
- 29.2 The objective of this RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The successful contractors must be capable of assembling, directing, and managing a work force that can complete the removal of approximately 2 million cubic yards of debris from any combination of unincorporated areas and municipalities as identified within Orange County in a maximum of 100 calendar days and complete all disposal operations within 180 calendar days.
- 29.3 This RFP is intended to cover needs in any major disaster scenario including but not limited to hurricanes, flooding, ice storms, etc. The planning standards used for this project are based on the anticipated impacts of a Category 2 “wet” hurricane. However, the management of debris created by all other types of man- made and natural disasters is also included within the scope of this contract such as a flood.

- 29.4 This RFP pertains to the entire geographical area of Orange County including the unincorporated areas of Orange County and the following Joint Resolution Jurisdictions (JRJ), and any additional jurisdictions added during the term of the contract.

JOINT RESOLUTION JURISDICTIONS:

Orange County, City of Bridge City, City of Orange, City of Pinehurst, City of Pine Forest, City of Rose City, City of Vidor, and City of West Orange.

Orange County & Neighboring Cities' Emergency Management Coordinators			
City/County	Name	Email	Phone
City of Bridge City	Tod McDowell	tmcdowell@bridgecitypd.com	(409) 626-1723
City of Orange	Payton Smith	psmith@orangetexas.gov	(409) 920-5771
Orange County	Joel Ardoin	jardoin@co.orange.tx.us	(409) 745-9717
City of Pinehurst	Jason Hollyfield	jhollyfield@cityofpinehursttx.gov	(409) 920-0488
City of Pine Forest	Pauline Brown	pbrown@cityofpineforest.com	
City of Rose City	Tony Wilcoxson	mayor@rosecitytx.com	(409) 550-4180
City of Vidor	Rodney Johnson	rjohnson@cityofvidor.com	(409) 769-4561
City of West Orange	Mike Stelly	mstelly@cityofwestorange.com	(409) 883-7574

- 29.5 The jurisdictional boundaries of the JRJ are shown in Exhibit B. Orange County will issue Task Orders (See Exhibit I) based on requests from the municipalities identified as JRJ and for the unincorporated portions of the County. A Task Order will apply only within the jurisdictional boundary of a single JRJ or unincorporated portions of the County. Temporary Debris Staging and Reduction (TDSR) sites and landfills within neighboring jurisdictions shall not be presumed to be available for the contractor’s use unless so specified within the Task Order.

- 29.6 Orange County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with the above listed JRJ municipalities. The JRJ will provide a representative and staff to the Debris Management Center, as necessary, to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the contractor and the County Debris Administrator will resolve contract administration issues and disputes.

30.0 BACKGROUND:

30.1 Introduction

30.1.1 The Orange County Debris Management Plan includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing

of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways throughout Orange County, using a combination of county, municipal, and contractor forces.

30.1.2 Orange County envisions the need for significant resources to carry out the debris removal and disposal work throughout Orange County based on a Category 2 “wet” hurricane. A basic assumption of this contract is that a contractor who is capable of managing the debris and infrastructure damage associated with a Category 2 “wet” hurricane will also be capable of coping with the damage created by other types of man-made and natural disasters.

30.1.3 The contractor must have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

30.1.4 The contract to be awarded under this RFP is a contingency contract that will be activated only in the face of an emergency. As such, no compensation will accrue to the contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.

30.1.5 Potential contractors are solely responsible for their own costs of developing their response associated with this RFP. In addition, a contractor who receives a contingency contract for the work will be required to participate in certain Orange County directed disaster recovery training and exercises, 1 to 2 days each year, at no cost to Orange County.

30.2 Planning Standard for Debris Removal and Disposal

30.2.1 Orange County has selected a Category 2 “wet” hurricane that impacts the entire County with equal intensity as its planning standard. The worst-case debris volume anticipated from such a storm impacting the entire Orange County area with equal intensity is approximately 2 million cubic yards. For purposes of preparing this contract, this estimated volume is also anticipated to adequately cover the worst-case situation for other types of man-made and natural disasters. The contractor may be activated for quantities of debris greater than or less than this amount.

- 30.2.2 The volume of debris estimated for the JRJ and the unincorporated portions of the County are shown in Exhibit C. This estimated debris volume is a planning figure that was used in determining the maximum land area requirement for TDSR sites and other resource needs. It is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than 2 million cubic yards. For the purpose of this RFP and solely for the purpose of standardizing the contents of all submittals, each contractor shall use a planning figure of 2 million cubic yards of debris as the initial volume estimate for post disaster debris that could be assigned to that contractor.
- 30.2.3 Orange County's goal is to use one general contractor to complete the removal of debris within 100 calendar days and to complete all disposal and recycling operations within 180 calendar days. This assumes that the entire Orange County area will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several days after a major natural disaster. The contractor must be aware that it might not be possible to initiate operations in all parts of the area simultaneously immediately after a storm. Orange County reserves the right to activate contracts with more than one (1) contractor.
- 30.2.4 Recycling of debris by the contractor is encouraged and will be coordinated with the Debris Management Center staff. Recycling efforts may also be carried out under the current recycling programs in the County.

30.3 Debris Management

- 30.3.1 Planning for debris management operations is a function of Orange County Office of Emergency Management. The Debris Manager, in coordination with the JRJ, will direct the debris removal and disposal operations from the Debris Management Center.
- 30.3.2 In addition to using County and JRJ forces and equipment, Orange County intends to execute one (but reserves the right to execute more than one) debris removal and disposal contract(s) on a contingency basis for the purpose of having contractor(s) immediately available and committed to assisting Orange County and the JRJ in the aftermath of a major disaster. Each contractor holding a debris removal and disposal contract will serve as a General Contractor for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract.
- 30.3.3 When a major disaster occurs or is imminent, Orange County will contact the firm(s) holding Debris Removal and Disposal Contract(s) to

advise them of Orange County's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon, or brought to public property or public rights-of-way, including county/city parks and facilities, all assigned waterways, and other public sites. The contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with this Scope of Work. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries shall require written approval of the Debris Manager. The contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSR sites. The term debris management site is also frequently used in the business of debris management. For purposes of this contract the terms debris management site and temporary debris staging and reduction (TDSR) site are considered to be synonymous.

- 30.3.4 When a major disaster occurs or is imminent, Orange County will initially send out an alert to the contractor. This alert will serve to activate the lines of communication between the contractor's representatives and Orange County and may require the contractor to send an Operations Manager to Orange County within 24 hours to begin planning for operations and mobilization. Subsequently, Orange County will issue the first Task Order, which will authorize the contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work. The contractor should anticipate receiving this first Task Order from Orange County within the first 24 hours following landfall of a hurricane or occurrence of other disaster. Additional Task Orders will be issued for those JRJ, indicated in a Orange County Task Order, for the debris removal, reduction, and disposal, within the boundaries of the JRJ or the unincorporated County. The contractor shall provide an Operations Supervisor for each Task Order for services. This Operations Supervisor will coordinate all Task Order activities of the contractor within the boundaries of the county and the JRJ.
- 30.3.5 The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. The Debris Management Center will determine the number of passes to be made through affected areas based on the scope and nature of the disaster impacts, accessibility, and the needs of the County and JRJ. The Debris Management Center will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The contractor can assume the scope and schedule for debris removal, as prescribed by the Debris Management Center staff, will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster. The contractor shall plan and organize operations so that each pass is completed in accordance with the schedule established by the Debris Management Center.

- 30.3.6 TDSR sites will be as identified for the temporary staging and reduction of vegetative and woody debris only. The Debris Manager will identify additional TDSR sites as needed.
- 30.3.7 The contractor will operate the TDSR sites and only contractor vehicles and others specifically authorized by Orange County will be allowed to use the sites. The locations of publicly owned sites currently identified are shown in Exhibit D. Additional sites may become available as plans develop.
- 30.3.8 Debris Management Center staff may also establish designated homeowner drop-off sites. The contractor shall be responsible for removing, hauling, and lawfully disposing of debris delivered to designated homeowner drop-off sites, as directed by the Debris Management Center.
- 30.3.9 Curbside segregation of debris and disaster-generated or related wastes will be an element of Orange County's disaster recovery program. The debris removal and disposal contractor will be required to aid in the segregation and waste stream management processes. Waste and debris from hurricanes, and other major storm events, will be classified into the following five categories with responsibility as shown:
- Household trash and putrescible garbage – continued responsibility of Private/Municipal Solid Waste Collection forces and associated contractors.
 - Leaves and lawn litter, placed in clear plastic bags, placed by curb or shoulder of road – The Debris Management Center will decide on whether plastic bags are to be co-mingled with the loose vegetative debris or are to be collected separately to facilitate recycling.
 - Vegetative and clean, woody debris, suitable for chipping or grinding, loosely stacked, placed by curb or road shoulder. This includes logs, stumps, rootballs, limbs, branches, and complete trees that may be removed and placed by the curb or road shoulder for collection. Any reduction of size of woody debris to make suitable for chipping or grinding is part of the contractor's responsibility for removal and disposal.
 - Construction and demolition (C&D) debris, furniture, furnishings, appliances, televisions, home computers, CRTs, etc. suitable for being landfilled or recycled, stacked by curb or shoulder – contractor responsibility for removal and disposal.
 - Household Hazardous Waste (HHW), separated from all other types of waste and debris, placed at curb or road shoulder – contractor responsibility for removal and disposal.

30.3.10 Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the contractor of curbside separation responsibilities, to the extent practicable, during debris removal and TDSR site operations.

30.3.11 Any Household Hazardous Waste (HHW) mixed in with other debris and collected by the debris removal contractor is to be removed and set aside at the TDSR site. The following items are considered HHW:

- ›Cleaning Products
- ›Batteries
- ›Workshop/Painting Supplies
- ›Aerosol spray cans
- ›Indoor Pesticides
- ›Lawn and Garden Products
- ›Automotive Products
- ›Fluorescent light bulbs
- ›Propane tanks and other compressed gas cylinders
- ›Flammable Products
- ›Home/Office Electronics – computers, TV’s, monitors, lithium, and cadmium batteries

30.3.12 The contractor will set up a lined containment area and separate any HHW inadvertently delivered to a TDSR site.

30.3.13 Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by Orange County or the JRJ. The contractor shall not transport or dispose of commercial or industrial hazardous waste under this contract unless specifically authorized by written Task Order and properly permitted to do so.

30.3.14 The responsibility for management of debris created by other man-made and natural disasters will be the same as for hurricanes, however, the quantities and the mixture of debris categories could be substantially changed.

31.0 SCOPE OF WORK:

31.1 Overview

31.1.1 The scope of work for this RFP is divided into three (3) parts. Part 1 is for Debris Removal and Disposal Operations. Part 2 is for TDSR Site Operations. Part 3 is Debris Clearance for access from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways.

31.1.2 Specific work authorizations by the Debris Management Center shall be

through written approved Task Orders. Task Orders will define the job to be accomplished, location of job, time frame for completion, rates to be used, amount of equipment anticipated, etc.

- 31.1.3 The contractor shall commence mobilization immediately upon receipt of the mobilization Task Order, meeting the following progress patterns: 36 hours- 25%, 72 hours- 50%, 106 hours- 75%, and 120 hours- 100%. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the Debris Management Center may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The contractor shall perform in accordance with each Task Order for those municipalities established by Orange County as JRJ. Each Task Order is uniquely and sequentially numbered.
- 31.1.4 Contractor shall be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in Orange County does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.
- 31.1.5 The contractor must be duly licensed to perform the work in accordance with the State of Texas and local code requirements. The contractor shall obtain all permits necessary to complete the work. The contractor shall be responsible for determining what additional permits and licenses are necessary to perform under the contract. Copies of all permits and licenses shall be submitted to the Debris Manager as soon as available.
- 31.1.6 The quantity of work required to complete this contract is estimated. The actual effort required may be more or less than the estimated amount shown in the Exhibit A Pricing Form. Payment will be made at the unit rates proposed by the contractor. The output will be verified by the Debris Management Center in the daily operational report. Should hourly rates be used to pay for certain equipment, then preventative maintenance not in excess of fifteen (15) minutes in a normal workday will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- 31.1.7 The contractor shall be responsible for correcting any notices of violations issued as a result of the contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any

such violations shall be at no additional cost to Orange County or the JRJ.

31.1.8 The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractors.

31.1.9 The contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

31.2 Part 1 – Debris Removal and Disposal Operations

31.2.1 The purpose of Part 1 of this scope of work is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the Orange County area.

31.2.2 The contractor shall provide equipment, operators and laborers for debris removal operations. The contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract.

31.2.3 All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs.

31.2.4 The work shall consist of removing and disposing of disaster generated debris as directed by the Debris Management Center. During the course of this contract, and once operations have commenced, the contractor shall not relocate any equipment or labor assets, including subcontractors, from one JRJ to another without giving 24 hours advanced notice of the intended relocation to the Debris Management Center. In addition to this requirement for advanced notice, the contractor will complete all debris loading and hauling operations that have been started on any particular pass through a neighborhood.

31.2.5 The debris, once loaded and removed from the public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways, shall become the property of the contractor unless otherwise directed by the County. The Debris Management Center will identify TDSR sites, to the extent they are available, for the contractor's use in volume reduction efforts and recycling programs.

Work may include:

- Removing debris from public property or public rights-of-way,

including county/city parks and facilities, and all assigned waterways, if authorized.

- Constructing TDSR sites, as required, at locations selected and approved by the Debris Management Center.
- Loading and hauling debris from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways to TDSR sites, or authorized disposal facilities and dumping.
- Managing and operating the TDSR sites and loading debris reduction by-products for hauling and final disposal.
- Performing debris by-product recycling programs, as approved by the Debris Management Center.
- Hauling non-recycled debris and debris reduction by-products to an authorized disposal facility.
- Providing traffic control during debris loading operations on public rights-of-way.

31.2.6 **TIPPING FEES:** The contractor shall establish an account at a disposal location (e.g. landfill, mulch, or recycling facility), negotiate a rate for the disposal of the material (e.g. tipping fees), and process/pay disposal invoices. The County shall approve the disposal rate prior to finalization. The contractor shall invoice the County for payment of disposal invoices. **Contractor takes notice that tipping fees ARE NOT included in the load and haul rate.**

31.3 TDSR Sites

- 31.3.1 The contractor shall use only TDSR sites designated by the Debris Management Center. The contractor shall not assume that TDSR sites and landfills, located outside of the jurisdictional boundaries of the agency initiating a Task Order, are available to the contractor unless so specified in the Task Order.
- 31.3.2 The TDSR site foreman is appointed by the contractor and shall direct all dumping operations and will coordinate removal of debris, and reduction by-products to authorized locations for subsequent disposal or to recycling processors selected by the contractor and approved by the Debris Manager.

31.4 Equipment

31.4.1 All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

- Fencing must be permanently attached to one side of the truck bed.
- After loading, the fencing must be effectively attached to the other side of the truck bed with an installed closure device or tied effectively to the other side of the truck bed at two places with heavy gauge wire.
- Fencing must extend from the top of the box to the bottom of the bed.
- After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
- Solid iron metal bars must be secured to both sides of the fencing.

31.4.2 All trucks and trailers must be suitable for being loaded by mechanized equipment. The Debris Manager desires that the contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. ***Hand loading of trucks or trailers must be approved in writing by the Debris Manager before being put into operation.*** Trucks that do not comply with these conditions may be approved for use, depending upon the needs of Orange County and the JRJ, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation. The Debris Manager's decision shall be final.

31.4.3 The contractor shall submit to the Debris Management Center certifications indicating the type of vehicle, make and model, license plate number, and equipment number. The Debris Management Center and the contractor will conduct join measurements of the inside of all trucks and trailers designated to haul debris under this contract. Measured volume will be in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the contractor and the Debris Management Center representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs

fixed to each vehicle. The Debris Management Center reserves the right to re-measure trucks and trailers at any time to verify reported capacity.

- 31.4.4 All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Wooden sideboards, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2-feet above the metal bedsides. Once installed all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the normal manufactured bed, and any exceptions to the above requirements, must be approved in writing by the Debris Manager. Plywood extensions are not permitted.
- 31.4.5 Trucks or equipment that are designated for use under this contract shall not be used for any other work. The contractor shall not solicit work from private citizens or others to be performed in the designated JRJ or County during the period of this contract. Under no circumstance will the contractor mix debris hauled for others with debris hauled under this contract. Neither will the contractor mix debris being hauled for different JRJ prior to delivery to a TDSR site.

31.5 Securing Debris

- 31.5.1 The contractor shall be responsible for properly and adequately securing debris on each vehicle utilized to haul debris. Prior to leaving the loading site, the contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the vehicle in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to TDSR sites or to a final disposal site.
- 31.5.2 The overall maximum height of hauling vehicle, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the Debris Management Center. The 13 feet 6 inch height restriction is intended to ensure that vertically protruding debris or equipment does not snag traffic signals, conductors, and support wiring. The contractor must also verify the clearance of bridges and overpasses on all routes to be used, however, any such structure, with clearance less than 13 feet 6 inches, should be placarded showing the reduced clearance. Maximum width of a truck should be no greater than 8 feet 6 inches wide. The contractor is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

31.6 Equipment Signage

31.6.1 Prior to commencing operations, the contractor shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the measured load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

31.7 Other Considerations

31.7.1 The contractor shall assign and provide an Operations Manager (OM) to the Debris Management Center to serve as the principal liaison between the Debris Manager and the contractor's forces. The assigned OM must be knowledgeable of all facts of the contractor's operations and have authority in writing to commit the contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangement for on-site accommodations. This linkage shall provide immediate contact capabilities via telephone, cell phone, Fax machine, and the Internet. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the Debris Manager. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the Debris Manager within one hour of notification.

31.7.2 In like manner, the contractor's Operations Manager shall assign and provide an Operations Supervisor for each JRJ that is identified in an open Task Order. These subordinate Operations Supervisors are responsible to the contractor's Operations Manager and serve as the contractor's day-to-day point of contact and representative with the JRJ and the Debris Management Center. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible to allow an individual Operations Supervisor to represent the contractor and the Operations Manager with more than one open Task Order. Multiple assignments for Operations Supervisors require the approval of the Debris Manager.

31.7.3 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

31.7.4 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the contractor's personnel and

equipment is the responsibility of the contractor. Additionally, the contractor shall pay for all materials, tools, equipment, safety equipment, personnel, taxes, and fees necessary to perform under the terms of this contract.

31.7.5 The County or JRJ TDSR site monitors and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks. For purposes of this contract the County or JRJ monitors are the final authority. Trucks are assumed to be carrying 100% full loads, but deductions will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions from a 100% full load that can be expected, see the examples provided in Exhibit F.

31.8 Part 2 – Temporary Debris Staging and Reduction Site Operations

31.8.1 The purpose of Part 2 of this scope of work is to define the requirements for TDSR site Operations after any catastrophic disaster within Orange County.

31.8.2 The scope of work for TDSR Site Operations consists of two elements. The first element includes site setup/preparation and site closeout/restoration to include clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding or reseeding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. The second element is site operations and material processing.

31.8.3 Additional guidance on the procedures for TDSR site setup, operation and close out are provided in Exhibit G.

31.8.4 The contractor shall provide equipment, operators, and laborers for TDSR site operations as specified by Task Order. Unit prices provided in the Pricing Form, Part A, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

31.8.5 All rates shall include the cost of protective clothing (to include hardhats, steel-toed boots, reflective vests, eye protection, etc.), fringe benefits, hand tools, supervision, transportation, and any other costs.

31.8.6 The work shall consist of managing the operations of a TDSR site and performing debris reduction by grinding of storm generated debris as

directed by the Debris Manager, and recycling of marketable material by the contractor.

- 31.8.7 The County plans to use only vegetative TDSR sites that will be devoted to the reduction of clean woody debris by grinding, if the disaster is related to a hurricane or other major storm event.
- 31.8.8 Mixed debris and Construction & Demolition (C&D) debris will be hauled directly to a County identified temporary transfer point or authorized disposal sites. All currently authorized disposal sites are shown in Exhibit H. Additional sites may be identified as work progresses.
- 31.8.9 The establishment of C&D TDSR sites, to operate as transfer points, will be authorized if the situation involves other types of man-made or natural disasters with greater volumes of C&D debris.
- 31.8.10 Material coming into the vegetative TDSR sites will be measured and paid for by the inbound truck measured in cubic yard according to the Price Form, Part A.
- 31.8.11 Locations of all TDSR sites will be provided by the Debris Management Center and currently identified sites are shown in Exhibit D. The Debris Manager must approve site improvements before work begins. No additional costs, other than those in the Price Form, are permitted.
- 31.8.12 When performing a Task Order using Part B Hourly Prices, the contractor shall submit a report to the Debris Manager by 11:00 a.m. each business day, for the previous day's work for the term of the Task Order. A sample Task Order is provided in Exhibit I. Each report shall contain, at a minimum, the following information:
- ›Contractor's Name
 - ›Contract Number
 - ›Task Order Number
 - ›Daily and cumulative hours for each piece of equipment, if appropriate
 - ›Daily and cumulative hours for personnel, by position, if appropriate
 - ›Volumes of debris handled
 - ›Volume of debris burnt, ground and/or recycled
- 31.8.13 Failure to provide audit quality information will subject contractor to non-payment in each instance at the sole discretion of the Debris Manager.
- 31.8.14 The contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the contractor. Additionally, the

contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

31.8.15 The contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

31.8.16 The County will not provide to the contractor potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials or equipment deemed necessary to operate the vegetative debris volume reduction or temporary C&D debris storage site(s).

31.8.17 The contractor shall provide utility clearances and sanitation facilities, if needed. The contractor shall protect existing infrastructure at the sites and repair any damage caused by his operations at no additional cost.

31.8.18 The contractor shall be responsible for installing site security measures and maintaining security for operations at the site.

31.8.19 The contractor shall manage the site to minimize the risk of fire.

31.8.20 The contractor shall be responsible for the closure of the TDSR site(s) within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing/storage operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all local requirements. The contractor is responsible for the proper disposal of non-burnable and unprocessed debris and wood chips. Disposal of the hazardous waste debris and home/office electronic devices is not the responsibility of the contractor under this contract. The disposal of hazardous waste debris and home/office electronic devices is to be coordinated through the Debris Management Center. The contractor shall receive approval from the Debris Manager as to the final acceptance of a site closure. Final payment shall be released to the contractor upon acceptance of the site by the Debris Manager.

31.9 Part 3 – Debris Clearance (for access) from Public Rights-of-Way and Public Property

31.9.1 The County provides debris management, including the clearance (moving debris from the middle of the road, etc.) of debris from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways. The County and JRJ intend to perform debris clearance for access with their own forces or under existing contractual agreements between the JRJ and contracted firms. However, in a

significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.

31.9.2 This debris clearance is to be considered a supplemental service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis with a limit of 70 hours using the rates in the Price Form, Part B.

32.0 MISCELLANEOUS REQUIREMENTS:

32.1 TDSR Site Foreman

32.1.1 The TDSR site foreman, provided by the contractor, is responsible for management of all operations of the TDSR site to include, traffic control, dumping operations, segregation of debris, grinding, and safety. The TDSR site foreman will coordinate directly with the County / JRJ site monitors.

32.1.2 The TDSR site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the contractor's Operations Manager, for further delivery to the Debris Manager.

32.2 TDSR Site Night Foreman

32.2.1 The TDSR site night foreman, provided by the contractor, is responsible for managing all night operations approved by the Debris Management Center. Coordination with the County's/Joint Resolution Jurisdiction's site monitors is required.

32.2.2 The TDSR site night foreman will be responsible for documenting equipment and labor time, quantities of materials processed, and providing the daily operational report to the contractor's Operations Manager, for further delivery to the Debris Manager.

32.3 TDSR Site Management Plan

32.3.1 Once the TDSR site is identified by the Debris Manager, the contractor will provide a Site Management Plan.

32.3.2 Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1 inch = 50 feet and address following functions:

- Access to site
 - Site preparation – clearing, erosion, and grading

- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work, area, and inspection tower
- Location of grinding operations (if required). Tub grinding operations require a minimum 300-foot exclusion zone.
- Location of existing structures or sensitive areas requiring protection.

32.4 Inspection Tower

32.4.1 The contractor shall construct an inspection tower at each TDSR site. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8 feet by 8 feet, constructed of 2-inch x 8-inch joists, 16 inch on-center with $\frac{3}{4}$ inch plywood supported by a minimum of four 6-inch x 6-inch posts. A 4-foot-high wall constructed of 2-inch x 4-inch studs and $\frac{1}{2}$ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6 feet – 6 inches of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over. Construction alternatives may be authorized by the Debris Manager but will, as a minimum, provide the same dimensions and safety considerations.

32.4.2 The TDSR site, including the inspection tower, will be periodically inspected for compliance with established safety criteria. A sample Debris Site Safety Audit Form is at Exhibit J. The contractor is responsible for assuring compliance and all costs associated with compliance to these criteria.

32.5 Household Hazardous Waste Containment Area

32.5.1 The contractor shall construct a HHW containment area at each TDSR site. This area shall be a minimum of 30 feet x 30 feet. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

32.6 Private Property Access

32.6.1 The contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances, it may

benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property. For such situations, a sample Right of Entry Agreement Form is provided as Exhibit K.

32.7 Recycling Program

32.7.1 Orange County will consider the recycling programs that are available in the County in the process of assigning the contractor to use specific disposal locations. Recycling of construction and demolition (C&D) debris, through material salvage, and recycling of clean, woody debris by mulching and composting is within the County's Solid Waste mission and will be pursued to the extent practicable.

32.7.2 Recycling of debris removed by the contractor is encouraged. The contractor may be able to assume ownership of the debris upon collection and removal from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways. Ownership of the debris may be transferred to the contractor in whole or in part, and in either case, the following conditions will apply:

32.7.2.1 The TDSR sites may be available for use by the contractor in the recycling efforts. However, the availability and environmental permitting will not be extended for TDSR sites beyond that required for normal debris reduction and disposal activities.

32.7.2.2 The sale of marketable timber, chips, mulch and other recyclable materials is authorized.

32.8 Debris Collection Efficiency/Cleanliness

32.8.1 The contractor is responsible for collecting and removing, from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and plastic bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into plastic bags. Except for the above, the contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the contractor from using separate vehicles and crews to: separate plastic bags from other vegetative debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with rootballs. The contractor will organize his equipment and crews so that all types of debris are collected within any one pass.

32.9 Damages to Public or Private Property

32.9.1 The contractor shall be responsible for any damage to private or public property that results from his debris collection and removal activities. The decision of the Debris Manager is final. Repair of damaged areas will be performed by the contractor immediately. The affected area or item will be restored to equal or better than its original condition. The contractor shall supply the Debris Management Center with semi-weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

32.10 Debris Removal from Drainage Systems

32.10.1 The contractor may be required to clear debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components. This clearing may require either hauling or disposal on site, as directed by the Debris Manager. The Debris Management Center will develop a scope of work for each system component including: description of debris to be removed including sizes and numbers of trees, locations, photographs, access points and similar information. The contractor will submit lump sum cost estimates for each location with unit pricing taken from Part B of the Price Form. The contractor shall perform each scope of work under an approved Task Order.

32.11 Tree and Limb Removal with Specialized Equipment

32.11.1 The contractor may be required to remove hazardous hanging limbs and branches that have not completely fallen to the ground and hazardous leaning or damaged trees that are still standing. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager and direction to proceed and pricing will be handled in a similar manner as Debris Removal from Drainage Systems. The contractor shall perform each scope of work under an approved Task Order.

32.12 Removal of Hazardous Stumps

32.12.1 The contractor may be required to remove hazardous stumps that have not been fully uprooted, by grinding or digging. The determination of the existence of a hazardous situation is the responsibility of the Debris Manager. Direction to proceed and pricing will be handled similar to Debris Removal from Drainage Systems and tree and limb removal. The loading, hauling and dumping of these stumps, as well as of stumps and rootballs that are already uprooted (not requiring extensive digging or grinding) shall be paid under Items 1.0 through 4.0 or 7.0 through 13.0, as appropriate. The contractor shall perform each scope of work under an approved Task Order.

33.0 HOUSEHOLD HAZARDOUS WASTE:

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW). The contractor must agree to assume generator status and be responsible for preparing and signing all manifests related to the end user's household hazardous collection and/or disposal facility. The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

34.0 RIGHT-OF-WAY WHITE GOODS DEBRIS REMOVAL:

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a County approved staging area where certified technicians will remove the refrigerants. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

35.0 FREON REMOVAL:

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the County. The Freon containing items will be hauled to a County approved staging area under the terms and conditions of this contract and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

36.0 ADDITIONAL CONSIDERATIONS:

- 36.1 The Debris Manager shall have the right to terminate this contract or a part thereof before the work is completed in the event:
 - 36.1.1 Previous unknown circumstances arise making it desirable in the public interest to void the contract.
 - 36.1.2 The contractor is not adequately complying with the specifications.
 - 36.1.3 Proper techniques are not being followed after warning notification by the Debris Management Center.
 - 36.1.4 The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or proper equipment of the specified quality and quantity.

36.1.5 The contractor, in the judgment of the Debris Management Center, is unnecessarily or willfully delaying the performance and completion of the work.

36.1.6 The contractor refuses to proceed with work when and as directed by the Debris Management Center.

36.1.7 The contractor abandons the work.

36.1.8 The contractor employs subcontractors who are on the Federal debarred listing.

37.0 PERFORMANCE SCHEDULE:

37.1 Immediately following the mobilization Task Order being issued, the contractor shall meet with the Debris Manager to discuss matters of judgment, safety, quality control, coordination, payment, record keeping, and reporting.

37.2 At each vegetative debris reduction site, the contractor is required to grind a minimum of 200-250 cubic yards per hour per grinder with a maximum of 6 hours of down time for service per 24 hours. The minimum required reduction/disposal rate shall be achieved no later than the third calendar day after receipt of the mobilization Task Order. Liquidated damages shall be assessed at \$500.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

37.3 All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Debris Management Center that the last load of debris has been delivered, unless the Debris Manager initiates additions or deletions to the contract by written change orders. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established above.

37.4 Unless directed otherwise by the Debris Management Center, the contractor shall conduct volumetric reduction operations 24 hours per day, 7 days per week. Hauling of debris from public property or public rights-of-way, including county/city parks and facilities, and all assigned waterways, will be limited to day-light hours, 7 days per week.

38.0 CONTRACTOR PETROLEUM, OIL, LUBRICANT (POL) SPILLS:

38.1 The contractor shall be responsible for reporting to the Debris Management Center and cleaning up all petroleum, oil, lubricant (POL) spills caused by the contractor's operations at no additional cost.

- 38.2 Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.
- 38.3 Spills other than on-the-site shall be reported to the National Response Center, and the Debris Management Center immediately following discovery. A written follow-up shall be submitted to the Debris Management Center not 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, etc.).
 - Determination as to whether or not the amount spilled is EPA/State 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 or other officials.
 - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
 - Corrective actions taken to prevent reoccurrence of similar event.

39.0 ANCILLARY DISASTER RECOVERY SERVICES

39.1 Overview

- 39.1.1 In addition to debris removal, TDSR site operations, and debris clearance services described herein, the Contractor may be required, under Task Order, to provide comprehensive disaster recovery services, project management, emergency response support, and ancillary services before, during, and after a disaster event, as directed by the Debris Management Center or the County's authorized representative.
- 39.1.2 These services are supplemental to debris management operations and may be procured independently of debris removal operations through written approved Task Orders.
- 39.1.3 Specific work authorizations shall be issued through Task Orders defining the scope of work, location, time frame for completion, equipment, personnel, and applicable rates. All services performed under this section shall be eligible, where applicable, for reimbursement in accordance with FEMA Public Assistance Program requirements and guidelines.

39.1.4 The Contractor shall provide all supervision, labor, equipment, transportation, tools, materials, fuel, maintenance, traffic control, permits, licenses, and incidentals necessary to perform the assigned work unless otherwise specified in the Task Order.

39.1.5 No guarantee is expressed or implied as to the quantity of services to be assigned under this section.

39.2 Strategic Planning and Pre-Event Coordination

39.2.1 The Contractor shall provide expertise, technical guidance, consultation, and administrative support before, during, and after a disaster event.

39.2.2 Upon award of the contract, the Contractor shall participate in pre-event planning activities with the County.

39.2.3 The Contractor shall coordinate with the County to assist in identifying and updating, as applicable:

- Primary transportation routes
- Critical and essential facilities
- Emergency power requirements for essential facilities
- Locations for temporary sanitary facilities
- Potential Temporary Debris Staging and Reduction (TDSR) sites
- Equipment staging locations
- Other operational priorities necessary for disaster response and recovery

39.2.4 The Contractor shall meet with the County prior to each hurricane season, or as otherwise directed, to review and update disaster recovery plans and operational considerations.

39.3 Mobilization and Immediate Response

39.3.1 The Contractor shall maintain the capability to mobilize personnel, equipment, materials, and subcontracted resources necessary to support disaster recovery operations in accordance with Task Orders.

39.3.2 The Contractor shall coordinate with the County before, during, and immediately after a disaster event regarding anticipated resource needs, deployment priorities, and staging requirements.

39.3.3 The Contractor shall make every reasonable effort to communicate with the County's authorized representative prior to and immediately following an event to receive initial damage assessments and deployment instructions.

39.3.4 The Contractor shall be capable of deploying resources for immediate need services, as directed by the County, including but not limited to emergency road clearance, emergency power, temporary sanitary facilities, refrigerated containers, potable water, traffic control, fleet maintenance, and canteen services.

- 39.3.5 Unless otherwise authorized by the County, the Contractor shall be capable of deploying immediate response resources within four (4) to six (6) hours following an event and shall be capable of mobilizing all other assigned resources within ninety-six (96) hours following an event.
- 39.3.6 The County may modify mobilization timelines depending on the type, severity, and projected impacts of an event.

39.4 Ancillary Disaster Recovery Services

- 39.4.1 The Contractor may be required to provide emergency road clearance, including cutting, tossing, pushing, or otherwise clearing debris from primary transportation routes and other access routes as directed by the County.
- 39.4.2 The Contractor may be required to provide emergency power generators, including furnishing, delivering, installing, maintaining, servicing, monitoring, fueling coordination, and removing temporary generators and related equipment at designated facilities.
- 39.4.3 The Contractor may be required to provide temporary satellite communications equipment and services to support emergency operations.
- 39.4.4 The Contractor may be required to provide temporary sanitary facilities and portable support facilities, including portable toilets, hand washing stations, showers, laundry units, dumpsters, and similar facilities.
- 39.4.5 The Contractor may be required to provide reefer and refrigerated containers with initial ice delivery, including placement, operation, and initial ice supply.
- 39.4.6 The Contractor may be required to provide potable water trucks, bottled drinking water, and emergency food support services.
- 39.4.7 The Contractor may be required to provide mobile fleet repair facilities, technicians, mechanics, parts, and supplies.
- 39.4.8 The Contractor may be required to provide temporary signage, traffic control devices, barricades, and related equipment in accordance with applicable regulations.
- 39.4.9 The Contractor may be required to provide canteen services, including temporary canteen operations, staffing, and equipment to support County and mutual aid personnel.
- 39.4.10 Right-of-Entry (ROE) Debris Management, when implemented by the County, shall be performed only after the County has secured all necessary permissions, waivers, and Right-of-Entry agreements from property owners.
- 39.4.11 The Contractor shall exercise due diligence in removing debris from private property and shall make reasonable efforts to preserve items identified by the property owner or County for retention, where feasible and safe to do so.

- 39.4.12 The Contractor shall exercise caution when working around public and private utilities. The County does not warrant that all utilities will be located prior to the commencement of work.
- 39.4.13 Loading, hauling, processing, and disposal of Right-of-Entry debris shall be performed in accordance with the applicable provisions of this contract and the approved Task Order.
- 39.4.14 Demolition of structures, when implemented by the County, may include demolition of unsafe privately owned or publicly owned structures determined by the County to pose a threat to public health and safety.
- 39.4.15 For privately owned structures, the County shall secure all necessary permissions, waivers, and Right-of-Entry agreements prior to demolition.
- 39.4.16 The Contractor shall provide all labor, supervision, equipment, tools, materials, hauling, traffic control, and incidentals necessary to perform demolition services safely and in compliance with applicable laws and regulations.
- 39.4.17 The Contractor shall exercise reasonable care to preserve items identified for retention where feasible and shall use caution around utilities and other hazards.
- 39.4.18 Debris resulting from demolition shall be handled, loaded, hauled, processed, and disposed of as directed by the County and in accordance with the applicable Task Order.
- 39.4.19 Emergency Temporary Dry-In of Facilities, when directed by the County, may include temporary protective measures for damaged roofs, overhead doors, doors, windows, and similar building components necessary to reduce further damage. These measures are temporary in nature and are not intended as permanent repairs.
- 39.4.20 The Contractor shall provide all labor, equipment, tools, materials, hauling, traffic control, and incidentals required to perform emergency temporary dry-in services.
- 39.4.21 The Contractor shall be properly licensed, when required by law, to perform the assigned services within the State of Texas.
- 39.4.22 Disposal of damaged materials generated by temporary dry-in activities shall be handled in accordance with the applicable debris management provisions of this contract or as otherwise directed by the County.
- 39.4.23 The Contractor may be required to provide temporary security services at designated facilities and sites.
- 39.4.24 The Contractor may be required to provide temporary lighting, including installation, operation, and maintenance.
- 39.4.25 The Contractor may be required to provide temporary fueling facilities and dispensing systems, including storage and dispensing equipment.

39.4.26 The Contractor may be required to provide rental equipment with or without operators as requested by the County.

39.4.27 The Contractor may be required to provide temporary fencing, including installation and maintenance at designated locations.

39.4.28 The Contractor may be required to provide temporary holding facilities or support facilities, including temporary jail holding facilities, as directed by the County.

39.5 General Requirements for Ancillary Services

39.5.1 All services shall be performed in compliance with applicable federal, state, and local laws, regulations, permits, and licensing requirements.

39.5.2 The Contractor shall be responsible for maintaining all equipment in safe operating condition and for providing all required maintenance and repairs unless otherwise specified in writing.

39.5.3 The Contractor shall provide qualified personnel and adequate supervision for all assigned tasks.

39.5.4 Supporting documentation, including supplier invoices and records, shall be provided as required by the County for verification and payment purposes.

39.5.5 All work shall be performed in a safe manner and shall not interfere with ongoing emergency response or recovery operations unless otherwise directed by the County.

40.0 PIGGYBACKING:

No other governmental entities are permitted to utilize this agreement.

41.0 PAYMENT:

41.1 Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled from the loading area to the TDSR site or final disposal site. The County will utilize standardized mapping (ex. Google Maps, Map Quest, etc.) to determine shortest route distance. Debris hauled to a TDSR site will require a validated load ticket provided by the TDSR site contractor. Drivers will be given load tickets at the loading site by a loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDSR site by a County TDSR site monitor. The estimated quantity will be recorded on the load ticket. The TDSR site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent disposal site will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the contractor's invoice once site monitor and contractor load tickets or scale tickets match. The contractor must provide a five (5) part NCR load ticket preprinted with Orange County. A sample debris load ticket is provided in Exhibit E.

41.2 Contractor invoices for services performed under the first and subsequent Task Orders, should be presented for payment to the Debris Management Center. Each invoice shall address only one Task Order to facilitate payment.

41.3 Contractor to submit invoices regularly and for no more than 30-day periods.

42.0 EVALUATION CRITERIA:

In order to facilitate the analysis of responses to this Proposal, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

42.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Pricing
2	Firm Experience
3	Firm Management Plan
4	Additional Services
5	Overall Completeness of Proposal

42.2 Any exceptions to the Proposal requirements shall be identified in the applicable section.

42.3 Executive Summary - This part of the response to the Proposal should be limited to a brief narrative highlighting the Respondent's proposal. This section should not include cost quotations. Note that the executive summary should identify the primary contacts for the Respondent.

42.4 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Pricing (weight factor = 20%)

- Provide detailed pricing utilizing Exhibit A Pricing Form.

Tab 2

Firm Experience (weight factor = 30%)

- Firm Experience with Projects of Similar Size and Complexity:

Such experience must be in the form of providing debris removal services for municipal/county governments. List last ten (10) activated contracts; provide the name and address of each activation, start date and completion date of activation, contact person, phone number and email address and total quantity of removed debris in yardage.

- Provide listing of current debris removal contracts, for the Gulf Coast area, your firm will be expected to activate.
- Identify the key personnel who will be assigned to this project. Include name, title, years of experience working in disaster debris management, and a description of the responsibilities by position.

Tab 3

Firm Management Plan (weight factor = 30%)

- Provide a detailed submission of your ability to manage debris sites including, but not limited to prompt payments for services rendered by subcontractors.
- Provide information regarding compliance with all FEMA rules and regulations.
- Provide a subcontractor plan to include a clear description of the percentage of the work that may be subcontracted out, how subcontractors will be notified to comply with all requirements.

Tab 4

Additional Services (weight factor = 10%)

- Provide a detailed submission of any other disaster response and recovery related services your firm is capable of providing other than the services detailed in Section 31.0 (Scope of Work). Such description shall include, at minimum, a description of the service proposed, the units of measure by which it will be invoiced, and the unit cost per unit of additional services, or FEMA acceptable, billable guidelines for reimbursement.

Tab 5

Overall Completeness of Proposal (weight factor = 10%)

- Proof of Insurance
- Proof of bonding capability as stated in 25.0
- Completed Vendor Information form
- Completed W10 form
- Completed Tax/debt form
- Completed Contractor Acknowledgement of Stormwater Management Program

43.0 EVALUATION PROCESS:

- 43.1 After the proposals are received, the evaluation team shall evaluate each proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation of overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with proposers, or the firms submitting the top-rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.
- 43.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the proposer of deficiencies in the proposal and shall allow the proposer to satisfy the requirements, questions, or concerns by submitting a final offer. The proposer may decide not to modify their proposal and may inform Orange County that the offer is firm and final.
- 43.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 43.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation. ****ORANGE COUNTY COMMITTEE MAY INTERVIEW THE TOP 2 PROPOSALS****
- 43.5 Orange County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Orange County.
- 43.6 All proposals submitted are to be valid for a period of ninety (100) days.

44.0 AWARD:

The County will select a primary, secondary and tertiary firm whose proposals are the highest evaluated and responsible for the County. Contractual commitments are contingent upon the availability of funds, as evidenced by the issuance of a purchase order. All contracts are subject to the approval of the County's legal counsel and Commissioners' Court, prior to execution. Once awarded, the contract will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual agreement, in writing.

45.0 AMENDMENTS OR MODIFICATIONS AFTER AWARD:

Any amendments or modifications required after contract award will be presented in writing to Orange County Purchasing. All amendments or modifications require Commissioners Court approval. No requests for price increases will be considered during the initial contract term.

46.0 ADDITIONAL REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 46.1 Vendor Information Form
- 46.2 W10 Form
- 46.3 Tax Form/Debt/Residence Certification
- 46.4 Contractor Acknowledgement of Stormwater Management Program
- 46.5 Certification Regarding Lobbying

47.0 EXHIBITS:

- Exhibit A: Pricing Form
- Exhibit B: County and Joint Resolution Jurisdictions Boundaries
- Exhibit C: Debris Estimates
- Exhibit D: Temporary Debris Staging & Reduction Sites
- Exhibit E: Sample Debris Load Ticket
- Exhibit F: Truck/Trailer Load Deductions
- Exhibit G: Temporary Debris Staging and Reduction Site Setup, Operation, Closeout Guidelines
- Exhibit H: Potential Landfill Locations
- Exhibit I: Sample Task Order
- Exhibit J: Debris Site Safety Audit Form
- Exhibit K: Right of Entry/Hold Harmless Agreement Form
- Exhibit L: Federal Clauses

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-10 (such as legislation enacted after we release it) is at www.irs.gov/fw10.

Purpose of Form

An individual or entity (Form W-10 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 101010-INT (interest earned or paid)
- Form 101010-DIV (dividends, including those from stocks or mutual funds)
- Form 101010-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 101010-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 101010-S (proceeds from real estate transactions)
- Form 101010-K (merchant card and third party network transactions)

- Form 10108 (home mortgage interest), 10108-E (student loan interest), 10108-T (tuition)

- Form 101010-C (canceled debt)

- Form 101010-A (acquisition or abandonment of secured property)

Use Form W-10 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-10 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-10 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-10.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-10 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a

U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-10 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-10 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-10. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-10 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 11084) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-10 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 11083 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-10 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-10 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-10 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-10 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-10.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-10. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 101010-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 10—An entity registered at all times during the tax year under the Investment Company Act of 11040
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 41047

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 101010-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 101010-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-10 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 11040

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 41047(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-10 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-8210-3676).

If you are asked to complete Form W-10 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-10. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 11084 and broker accounts considered active during 11083.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 11083 and broker accounts considered inactive during 11083.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 5210), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 101010 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 101010 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-10 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-1008-44100 or submit Form 140310.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-8210-40510.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 61010 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Orange County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Orange County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Orange County immediately of any issue caused by or identified by:

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

Contractor Signature

Date

Printed Name

Title

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Required for contracts over \$100,000.)

The undersigned certifies, to the best of his or her knowledge and belief, 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, United States Code. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__.

Signed: _____

Printed Name: _____

Company Name: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	10. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-107)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-100-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 110105 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

EXHIBIT A

PRICING FORM

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

- A. GENERAL EQUIPEMENT/LABOR.** The Equipment with Operator/Labor description is 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. All services not specifically unit-priced herein may be compensated in accordance with Schedule A rates or as negotiated in a Task Order.

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:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	HOURLY OT
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	\$	\$	\$

EQUIPMENT RENTAL ONLY – NO OPERATORS

ITEM #	EQUIPMENT/LABOR DESCRIPTION	HOURLY	WEEKLY	MONTHLY
A.34	Refuse Trucks, Rear-Loading	\$	\$	\$
A.35	Miscellaneous Unspecified Construction Equipment	\$	\$	\$

B. EMERGENCY ROAD CLEARANCE – Contractor shall be compensated in accordance with section A, above.

C. EMERGENCY POWER GENERATORS –

NOTE: The following section relates to furnishing emergency power generators. The generators have been classified as “essential” and “non-essential”. The “essential” generators must be delivered within six (6) hours following a disaster event. The “essential” generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Other specified generators shall be requested on an as required basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The County will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8 hours per day; and 3) 24 hours/7 days per week.

ITEM #	DESCRIPTION/LOCATION	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	ESSENTIAL: Building:1442 Emergency Operation Center.	\$	\$	\$	\$
C.2	ESSENTIAL: Building: Orange County Courthouse.	\$	\$	\$	\$
C.3	ESSENTIAL: Building: Orange County Courthouse Admin.	\$	\$	\$	\$
C.4	ESSENTIAL: Building: Orange County Airport	\$	\$	\$	\$
C.5	ESSENTIAL: Building: Orange County Sheriff's Office	\$	\$	\$	\$

ITEM #	DESCRIPTION/LOCATION	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.6	ESSENTIAL: Building: Orange County Jail	\$	\$	\$	\$
C.7	AS REQUIRED: Building: Road & Bridge Precinct #1.	\$	\$	\$	\$
C.8	AS REQUIRED: Building: Road and Bridge Precinct #2	\$	\$	\$	\$
C.9	AS REQUIRED: Building: Road and Bridge Precinct #3	\$	\$	\$	\$
C.10	AS REQUIRED: Building: Road and Bridge Precinct #4	\$	\$	\$	\$
C.11	AS REQUIRED: Hwy 87 Swing Bridge	\$	\$	\$	\$
C.12	AS REQUIRED: Various locations within Orange County	\$	\$	\$	\$

D. SATELLITE COMMUNICATIONS - Contractor shall be compensated at a cost per unit. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment – Capability of calling nationwide from Texas, as well as Internet access and fax – no additional roaming or long distance charges	\$	\$	\$	\$
D.2	Phone usage	\$	\$	\$	\$

E. TEMPORARY SANITARY FACILITIES - Contractor shall be compensated at a cost per unit. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
E.1	Portable Restroom System	\$	\$	\$	\$
E.2	Portable Toilet Unit	\$	\$	\$	\$
E.3	Portable Laundry Facilities	\$	\$	\$	\$

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
E.4	Mobile/Portable Shower System	\$	\$	\$	\$
E.5	Portable Hand Washing System	\$	\$	\$	\$
E.6	Portable Housing Facilities	\$	\$	\$	\$

F. REEFER & REFRIGERATION CONTAINERS W/INITIAL ICE DELIVERY - Contractor shall be compensated at a cost per unit. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Cost for fueling, repairs and maintenance shall be compensated based on Section A, above, if required.

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
F.1	Equipment Rental	\$	\$	\$	\$
F.2	Equipment Rental for Morgue				
ITEM	DESCRIPTION	Flat Rate Per Ten # Bag with No Mobilization Fee			
F.3	Initial Ice Delivery and possible future deliveries	\$			\$

G. POTABLE WATER TRUCK AND DRINKING WATER - Contractor shall be compensated at a cost per unit. Labor for fueling, refilling trucks and maintenance/repairs shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
G.1	Equipment Rental	\$	\$	\$
G.2	Initial Bottled Water Delivery and possible future deliveries, price per case unit	\$		

H. MOBILE FLEET REPAIR FACILITIES - Contractor shall be compensated at a cost per unit. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
H.1	Equipment Rental	\$	\$	\$	\$
H.2	Staffing Labor, per hour	\$ Hour			
H.3	Materials (i.e. supplies, oil, repair materials)	\$	\$	\$	\$

I. TEMPORARY SIGNAGE AND TRAFFIC CONTROL –The Contractor shall be compensated at a cost per unit. Labor for installing signage and traffic control devices shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

ITEM	DESCRIPTION	One Time Mobilization Fee	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
I.1	Equipment Rental	\$	\$	\$	\$
I.2	Equipment Purchased by County	\$	\$	\$	\$

J. CANTEEN –The Contractor shall be compensated at a flat fee meal served for breakfast, lunch, dinner, and boxed lunches. Contractor shall include cost of beverages, condiments, utensils, disposal paper plates and cups, plastic bags for cleanup, and other meal related supplies, meal catering services (labor/staffing), staging of equipment and cleanup in the cost proposal below. The Contractor shall submit a **SAMPLE MENU** with proposal submission. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Labor for staffing Canteen shall be compensated based on Section A, above.

ITEM	DESCRIPTION	
J.1	Equipment Rental	\$ /PER UNIT
J.2	Description	Price per Meal/per person
	Breakfast	\$

ITEM	DESCRIPTION	
	Lunch	\$
	Dinner	\$
	Boxed Lunches (Cold Meals)	\$

K. RIGHT OF WAY (ROW) DEBRIS MANAGEMENT AND RIGHT OF ENTRY (ROE) DEBRIS MANAGEMENT – Compensation for the services shall be based on the following.

NOTE: As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will be responsible for the payment of all landfill fees. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
VEGETATIVE DEBRIS			
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.3	Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.6	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.7	Reduction by mulching and site management (Based on incoming yardage)	Cubic yard	\$
K.8	Loading and transporting Mulch to final disposal site within Orange County (Based on reduced material outgoing for final disposal)	Cubic Yard	\$

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
K.9	Loading and Transporting Mulch to final disposal site outside Orange county (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.10	ALTERNATE: Reduction by incineration and site management (Based on incoming yardage)	Cubic yard	\$
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site within Orange County (Based on reduced material outgoing for final disposal)	Cubic yard	\$
K.12	ALTERNATE: Loading and Transporting Ash to final disposal site outside Orange County (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.13	Pick up vegetative debris from curbside and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$
K.14	Pick up vegetative debris from ROE personal property and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$
CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
K.15	Pick up clean C & D from curbside and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.16	Pick up clean C & D from curbside and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 t (Based on incoming yardage)	Cubic yard	\$
K.17	Pick up clean C & D from curbside and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.18	Pick up clean C & D from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.19	Pick up clean C & D from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.20	Pick up clean C & D from ROE personal property and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.21	Reduction of clean C & D by compaction and site management (Based on incoming yardage)	Cubic yard	\$
K.22	Loading and Transporting compacted clean C & D to final disposal site within Orange county (Based on reduced material outgoing for final disposal)	Cubic Yard	\$
K.23	Loading and Transporting compacted clean C & D to final disposal site outside Orange county (Based on reduced material outgoing for final disposal)	Per Cubic Yard/Per Mile	\$
K.24	Pick up clean C & D from curbside and transport directly to an approved Orange county disposal site. (Based on picked up yardage)	Cubic yard	\$

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
K.25	Pick up clean C & D from ROE personal property and transport directly to an approved Orange County disposal site. (Based on picked up yardage)	Cubic yard	\$
CONTAMINATED CONSTRUCTION & DEMOLITION DEBRIS (C & D)			
K.26	Pick up contaminated C & D from curbside and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.27	Pick up contaminated C & D from curbside and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.28	Pick up contaminated C & D from curbside and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.29	Pick up contaminated C & D from ROE personal property and haul to TDSRS within five (5) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.30	Pick up contaminated C & D from ROE personal property and haul to TDSRS within ten (10) miles of IH 10 & Hwy 1442 (Based on incoming yardage)	Cubic yard	\$
K.31	Pick up contaminated C & D from ROE personal property and haul to TDSRS in excess of ten (10) miles of IH 10 & Hwy 1442 but within Orange County (Based on incoming yardage)	Cubic yard	\$
K.32	Reduction of contaminated C & D by compaction and site management (Based on incoming yardage)	Cubic yard	\$
K.33	Loading and Transporting compacted contaminated C & D to final disposal site within Orange County (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.34	Loading and Transporting compacted contaminated C & D to final disposal site outside Orange County (Tonnage based on individual weight tickets from disposal site)	Per Ton/Per Mile	\$
K.35	Pick up contaminated C & D from curbside and transport directly to an approved Orange County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$
K.36	Pick up contaminated C & D from ROE personal property and transport directly to an approved Orange County disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$
WHITE GOODS			
K.37	Pick up of White Goods and transportation to a County Recycling Center	Each	\$
K.38	Pick up of White Goods and transportation to a County recognized recycling vendor, located within Orange County	Each	\$
K.39	Pick up and transportation of White Goods to the TDSRS for the County's pick up and final disposal	Each	\$

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
K.40	HHW Collection, Segregation, and Packaging	Per Event/Lump Sum	\$
K.41	HHW Transportation to Approved Disposal Facility	Per Mile	\$
K.42	HHW Disposal Fees (Pass-through, no markup unless authorized)	Per Ton	\$

*****Offerors shall provide their program method in addition to the pricing provided above.**

- L. TREE AND STUMP REMOVAL** – Compensation for Tree/Tree Stump services shall be based on the following. Tree limb removal will be reimbursed based on the unit rates proposed in Section A, above.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>STUMP UNIT PRICE</i>	<i>TREE UNIT PRICE</i>
L.1	24” diameter and greater, but less than 48” diameter	\$	\$
L.2	Equal to or greater than 48”	\$	\$

- M. EMERGENCY DRY-IN OF FACILITIES** – The Contractor shall be compensated at a cost per unit. Labor for performing services shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably daily, if applicable.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
M.1	Non-specified Equipment Rental	Each	\$
M.2	Materials (i.e. plywood, hardware materials)	Each	\$
M.3	Temporary Roof Tarp Installation (Dry-in)	Each	\$
M.4	Structural Stabilization (Emergency Shoring/Bracing)	Lump Sum	\$

- N. TEMPORARY SECURITY** – The Contractor shall be compensated at a cost per unit. Labor for performing services shall be compensated based on Section A, above.

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UOM</i>	<i>UNIT PRICE</i>
N.1	Equipped Security Staffing with transportation.	Each	\$

- O. TEMPORARY LIGHTING** – Contractor shall be compensated at a cost per unit. Labor for

fueling, lighting maintenance and maintenance/repairs of equipment shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	UOM	UNIT PRICE
O.1	Equipment Rental	Each	\$

P. PORTABLE FUELING DISPENSING UNIT AND SERVICES – Contractor shall be compensated at a cost per unit. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

ITEM	DESCRIPTION	UOM	UNIT PRICE
P.1	Equipment Rental	Each	\$

Q. MISCELLANEOUS EQUIPMENT RENTAL – Contractor shall be compensated in accordance with Section A, above.

R. TEMPORARY HOLDING FACILITY – Contractor shall be compensated at a cost per unit. Labor for services shall be compensated based on Section A, above.

ITEM	DESCRIPTION	UOM	UNIT PRICE
R.1	Materials or Unit Rental	Each	\$

S. DEMOLITION OF STRUCTURES

The Contractor shall be compensated at a cost per unit. Labor for performing services shall be compensated based on Section A, above. All demolition activities shall be performed in accordance with applicable federal, state, and local regulations, and in compliance with all safety and environmental requirements. Disposal fees shall be handled in accordance with the terms outlined elsewhere in this Schedule and the Contract.

ITEM	DESCRIPTION	UOM	UNIT PRICE
S.1	Residential Structure Demolition (including slab, unless otherwise directed)	Each	\$
S.2	Commercial Structure Demolition	Square Foot	\$

ITEM	DESCRIPTION	UOM	UNIT PRICE
S.3	Mobile Home Demolition and Removal	Each	\$
S.4	Foundation Removal (if not included in demolition)	Each	\$
S.5	Debris Loading and Hauling from Demolition Sites	Cubic Yard	\$
S.6	Hazardous Material Handling and Disposal (if required and authorized)	Allowance/Unit	\$

T. TEMPORARY FENCING

The Contractor shall be compensated at a cost per unit. Labor for installation, maintenance, and removal shall be compensated based on Section A, above. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, unless otherwise directed by the County.

ITEM	DESCRIPTION	UOM	UNIT PRICE
T.1	Temporary Fence Panels	Linear Foot	\$
T.2	Installation of Temporary Fencing	Linear Foot	\$
T.3	Removal of Temporary Fencing	Linear Foot	\$
T.4	Gates and Access Points	Each	\$

RESPONSE TIME REQUIREMENTS.

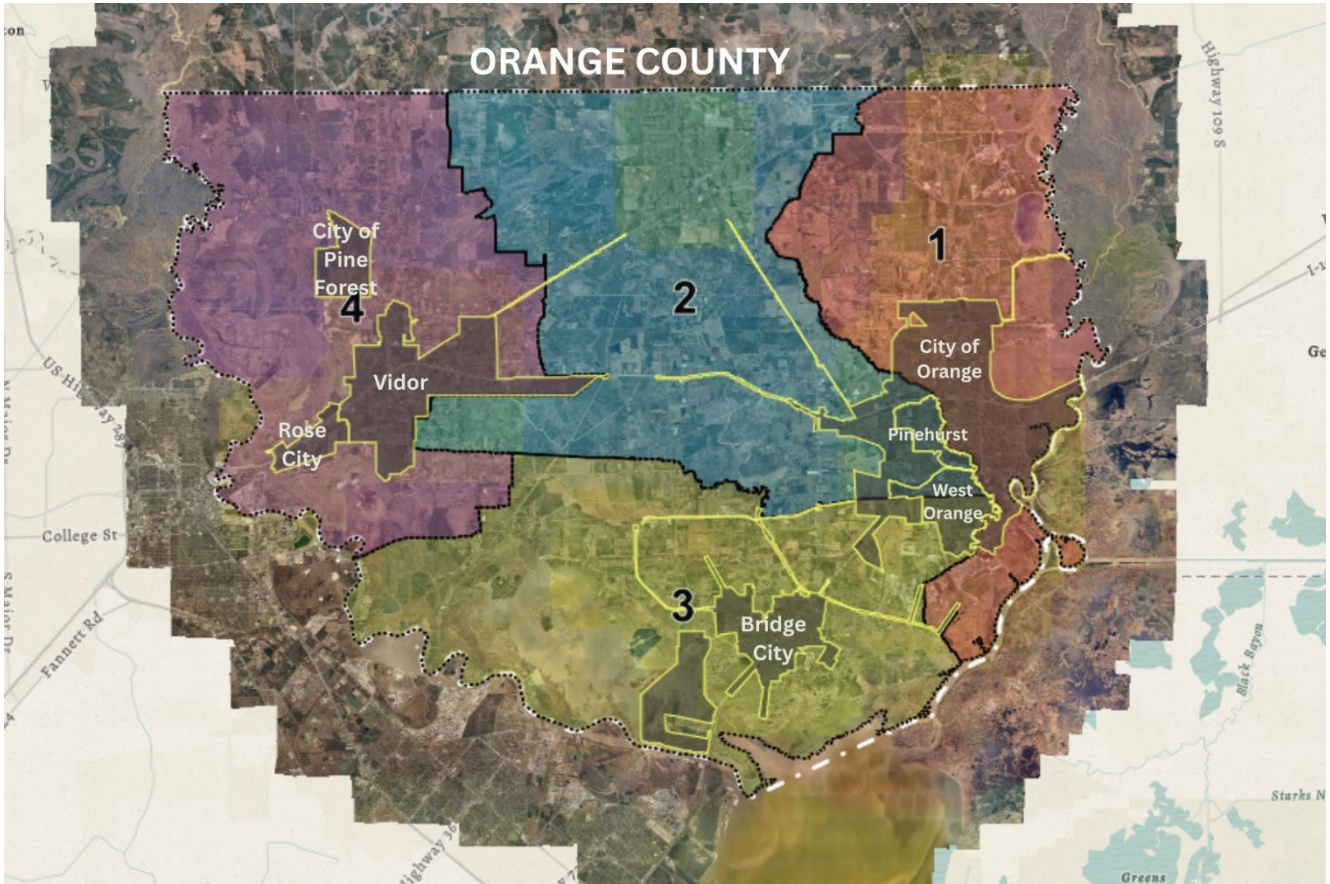
SERVICE	RESPONSE TIME TO MOBILIZE
Emergency Road Clearance	
Temporary Satellite Systems	
Reefer/Refrigerator Containers/Ice	
Mobile Fleet Repair Facility	
Canteen & Operation	
Tree/Tree Stump/Limb Removal	
Demolition of Structures	
Rental of Equipment	
Portable Housing Facilities	
Emergency Power Generators	
Portable Sanitary Facilities	
Potable Water Trucks/Bottled Water	
Temporary Signage/Traffic Control	
Right of Way Debris Management	
Right of Entry Debris Management	
Temporary Lighting	
Temporary Fueling Facilities	
Temporary Fencing	

EXHIBIT B

**COUNTY AND JOINT RESOLUTIONS
JURISDICTIONS BOUNDARIES**

JOINT RESOLUTION JURISDICTIONS BOUNDARY MAPS

Maps of each JRJ will be supplied at a later date



Zone Map

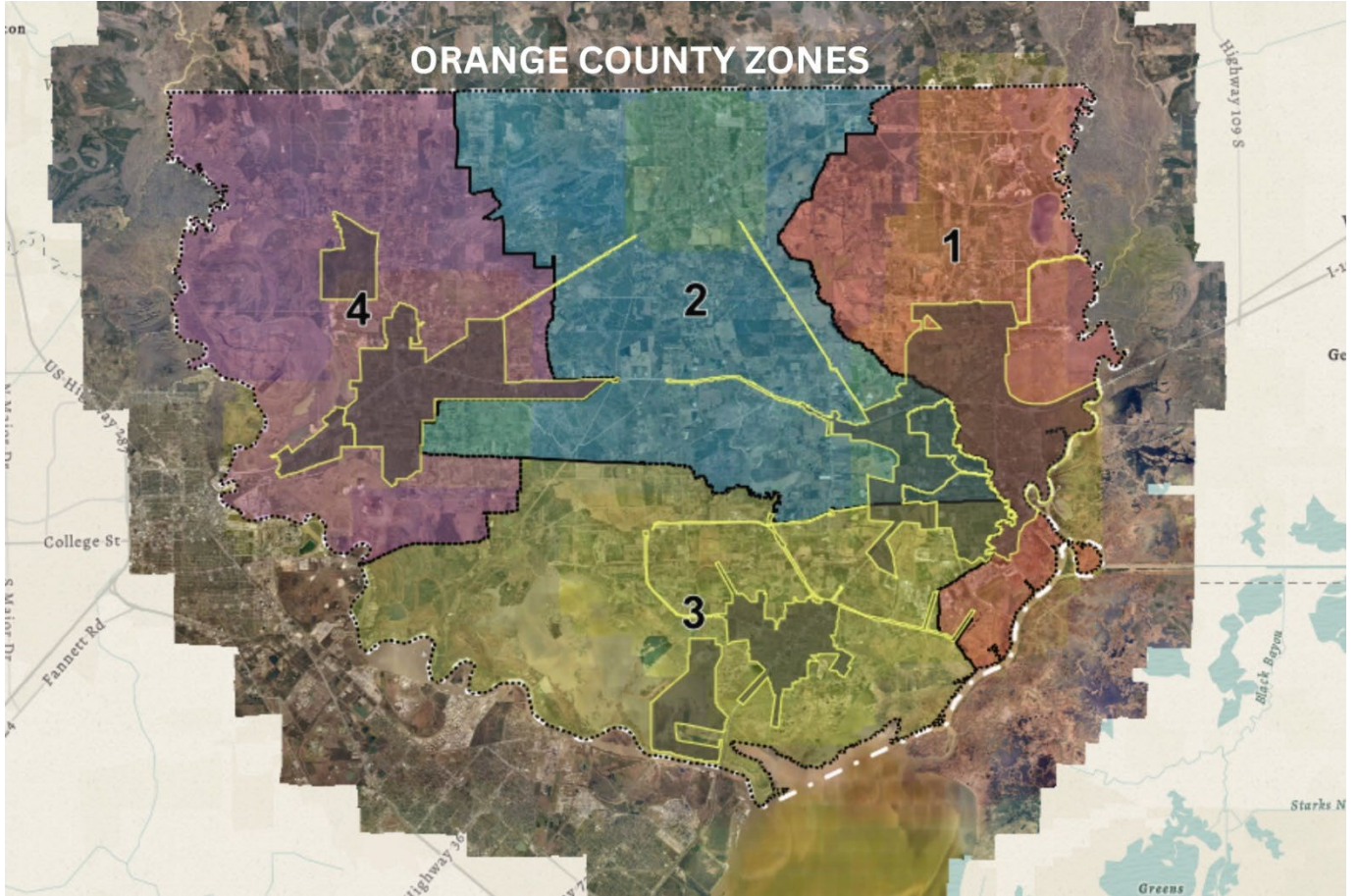


EXHIBIT C

**DEBRIS ESTIMATES FOR COUNTY
AND
JOINT RESOLUTION JURISDICTIONS**

DEBRIS ESTIMATES FOR ORANGE COUNTY
AND
JOINT RESOLUTION JURISDICTIONS

COUNTY/ JOINT RESOLUTION JURISDICTIONS	DEBRIS ESTIMATES (CUBIC YARDS)	TEMPORARY STORAGE SITE REQUIREMENTS (ACRES)
City of Bridge City		10
City of Orange		10
Orange County		10
City of Pinehurst		10
City of Pine Forest		10
City of Rose City		10
City of Vidor		10
City of West Orange		10

NOTE: Estimates based on a Category 3 wet hurricane with 50% of structures damaged.

EXHIBIT D

TEMPORARY DEBRIS STAGING & REDUCTION SITES

**ORANGE COUNTY
TDSR SITE INVESTIGATIONS SUMMARY SHEET**

1. Orange County Landfill
11265 FM 1442
Orange, Texas 77630
409-882-7905
Owner: Orange County
Site Size (Acres): 30+
Fenced? Yes
Road Access? Yes
Environmental Concerns? None

EXHIBIT E

SAMPLE DEBRIS LOAD TICKET

EXHIBIT F

TRUCK / TRAILER LOAD DEDUCTIONS

Trucks and trailers must have tail gates that go to the top of the box. If hand loaded, then the quantity will normally be reduced by one half of the measured capacity of the box due to being lightly loaded. If material is stood up then the estimated capacity should be reduced.

If any questions have the driver empty the load at a separate location and measure.

If you have scales, then weigh the load. A cubic yard of woody debris should weigh approximately 250 - 300 pounds.



Trailer lightly loaded – estimate at one half of measured volume. Example: if measured at 30 CY then the load would be reduced to 15 CY. The 15 CY estimate would be recorded on the load ticket.



Lightly loaded truck without tail gate



A porto-potty is approximately 2 cubic yards. Use this to visualize the amount to deduct when a truck is not completely loaded.

If a truck has voids that equal two (2) porto-potties and the truck was measured at 18 cubic yards, then the quantity hauled will be recorded on the load ticket as 14 CY.
Formula: $18\text{CY} - 4\text{CY} = 14\text{CY}$.

EXHIBIT G

**TEMPORARY DEBRIS STAGING AND REDUCTION SITE SETUP,
OPERATION AND CLOSEOUT
GUIDELINES**

Temporary Debris Staging and Reduction Site Setup, Operation and Closeout Guidelines

1. Temporary Debris Staging and Reduction Site Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the contractor shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the contractor begins operations and used during and after to ensure that site conditions are properly documented.

2. Temporary Debris Staging and Reduction (TDSR) Site Baseline Data Checklist

Before activities begin, the contractor shall:

- Take ground or aerial video and photographs.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples, if required.
- Take random groundwater samples, if required.
- Take water samples from existing wells, if required.
- Check the site for volatile organic compounds, if required.
- Comply with all Federal, State and Local permit conditions, as applicable.

After activities begin, the contractor shall:

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas, as applicable.
- Maintain construction entrance.
- Perform dust control, if required.

Progressive updates, the contractor shall:

- Update videos and photographs.
- Update maps and sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

3. TDSR Site Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Impenetrable liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The contractor shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The contractor shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs.

Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal and disposal shall be viewed as a multi-staged operation with continuous operations at the TDSR Site to meet the material handling, recycling and volume reduction requirements. There shall be no significant accumulation of debris at temporary TDSR sites. Instead, debris shall be constantly flowing to grinders, or recycled with the residue and mixed construction and demolition materials going to final disposal sites.

The contractor shall advise the Debris Manager of all recycling plans that involve use of the TDSR Site. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to an approved disposal site. Such recycling products will be measured in quantity and reported to the Debris Management Center.

4. TDSR Site Closeout Inspection

Each TDSR site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved disposal sites. Appropriate Debris Management Center inspectors will monitor all closeout activities to ensure that the contractor complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSR sites operation.

5. TDSR Site Closeout Planning

The contractor must assure the Debris Manager that all TDSR sites are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local governments, press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

6. TDSR Site Closeout Steps

- The contractor is responsible for removing all debris and recycled products from the site.
- The contractor conducts an environmental assessment with representatives of the Debris Management Center and landowner.
- The contractor develops a remediation plan.
- The remediation plan is reviewed by the Debris Management Center, landowner, and appropriate environmental agency.
- The remediation plan is approved by the appropriate environmental agency.
- The contractor executes the plan.
- The contractor obtains acceptance from the Debris Management Center, appropriate environmental agency, and the landowner.

7. TDSR Site Remediation

During the debris removal process and after the material has been removed from each of the TDSR sites, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The contractor is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

8. TDSR Site Closeout Coordination

The contractor shall coordinate the following closeout requirements through the Debris Management Center:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- Establish an independent testing and monitoring program. The contractor is responsible for environmental restoration of both public and leased sites. The contractor shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.

- Designate approving authority to review and evaluate contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

9. TDSR Site Closure Checklist

- Site number and location
- Date closure complete
- Household hazardous waste removed
- Contractor equipment and temporary structures removed
- Contractor petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the contractor has vacated the temporary site
- Appendices
 - Closure documents
 - Contracting status reports
 - Contract
 - Testing results
 - Correspondence
 - Narrative responses

10. Establishing TDSR Site For Grinding Operations

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane or other natural or man-made disaster damage, the following guidelines shall be considered when establishing TDSR Sites for Grinding Operations.

These guidelines apply only to sites for grinding vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements shall be made to screen out unsuitable materials.

The two methods of reducing vegetative and land clearing storm debris is “chipping/grinding” for use in landscape mulch, compost preparation, and industrial boiler fuel or using an “air curtain burner (ACB)”, with the resulting ash being land applied as a liming agent, incorporated into a finished compost product, or being landfilled. The burning method will not be utilized.

11. Chipping and Grinding TDSR Sites

Locating TDSR sites for chipping/grinding of vegetative and land clearing debris requires a detailed evaluation of potential sites and possible revisits at future dates to determine if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for “chipping/grinding” and are considered “minimum standards” for selecting a site for use:

- Sites shall be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
- Storage areas for incoming debris and processed material shall be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
- Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings and structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost and mulch piles.
- Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
- Sites that have identified wetlands shall be avoided, if possible. If wetlands exist or wetland features appear at a potential site, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
- Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks and trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck and equipment traffic and possible site grading.
- Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
- Sites shall be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes shall be installed as soon as possible for access control. Sites shall have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary or secondary roads to the site.
- When possible, signs shall be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after hours emergency.
- Grinding of clean wood waste such as pallets and segregated non-painted and non-treated dimensional lumber is permitted.
- Final written approval is required from the Debris Manager to consider any TDSR site to be closed. Closure of TDSR sites shall be within 60 days of removal of last load of debris or reduction products.
- If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closure of sites shall be in accordance with the closure and restoration guidelines for TDSR sites.

EXHIBIT H

POTENTIAL LANDFILL LOCATIONS

Landfills

1. Waste Management Newton County Landfill

2372 County Rd 3870

Buna, TX 77612

2. Republic Services Beaumont Landfill

6433 Labelle Rd

Beaumont, TX 77705

EXHIBIT I

SAMPLE TASK ORDER

TASK ORDER

TO _____
Task Order No.

Issued to: _____
Contractor

Under Contract: _____ Date Issued: _____
Title/Number

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimated Cost of This Task Order: \$ _____

ORANGE COUNTY USE ONLY

Monitor: _____ Date: _____

Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____
Purchasing: _____ Budget: _____ Accounting: _____

EXHIBIT J

DEBRIS SITE SAFETY AUDIT FORM

SAMPLE				
DEBRIS SITE SAFETY AUDIT FORM				
LOCATION:		PHONE NO:		
MUNICIPALITY:		PHONE NO:		
CONTRACTOR:		DATE:		
INSPECTED BY:	PRINT NAME: _____ SIGNATURE: _____			
INSPECTION TOWER CONSTRUCTION & SAFETY			Yes	No
Structural Integrity	Are towers constructed using sound construction materials and accepted engineering practices?		<input type="checkbox"/>	<input type="checkbox"/>
Inspection Tower Construction Specifications	<p>Recommended specifications for debris site inspection towers are as follows: “Scope of Work (Example) Site Management for Debris Reduction” Paragraph 4.4 Inspection Tower. The contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be 8’ by 8’, constructed of 2”x 8” joists, 16” o.c. with ¾” plywood supported by four 6” x 6” posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2” x 4” studs and ½” inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6’-6” of headroom below the support beams. Wooden steps shall provide access with a handrail.</p>			
Tower Anchorage	Are all towers, including construction scaffolding, properly and securely anchored to prevent them from falling or tipping if hit by vehicles, strong winds, or debris extending outside of truck boxes?		<input type="checkbox"/>	<input type="checkbox"/>
	Are anchorage points secure and preferably of the screw anchor-type or imbedded in concrete?		<input type="checkbox"/>	<input type="checkbox"/>
	Are all anchorage points and guy wires clearly marked and protected by barriers that will warn drivers and other personnel to assist in preventing accidental hits by trucks or trailers?		<input type="checkbox"/>	<input type="checkbox"/>
Accessibility	Are stairways and side rails or permanently attached ladders used to access towers and on all walkways and workstations above 6 feet?		<input type="checkbox"/>	<input type="checkbox"/>
Bump Hazards	Are all low crossbeams including scaffolding, marked with caution tape or hazard notice warnings if less than 6 feet in height on all walkway areas?		<input type="checkbox"/>	<input type="checkbox"/>
Heating	If propane heaters are used, is adequate ventilation provided to ensure the prevention of carbon monoxide build-up?		<input type="checkbox"/>	<input type="checkbox"/>
	Are all combustible materials not placed or left near the heat source?		<input type="checkbox"/>	<input type="checkbox"/>
Motorized Elevated Work Platforms	Are all safety procedures regarding dangers such as overhead power lines, equipment stability, and protection from other vehicles in place?		<input type="checkbox"/>	<input type="checkbox"/>
	Are scissor lifts, articulating booms or other commercial equipment, and mobile towers or trucks that are being used specifically designed and approved for outdoor use (balloon tires)? <u>No scissor lifts designed for indoor use are allowed to be used as inspection towers.</u>		<input type="checkbox"/>	<input type="checkbox"/>

Personal protection & safety		Yes	No
Eye And Face Protection	Is each employee wearing the appropriate eye or face protection when exposed to eye or face hazards from flying particles?	<input type="checkbox"/>	<input type="checkbox"/>
Foot Protection	Is each employee wearing protective footwear (preferably steel-toed safety boots or shoes) when working in areas where there is a danger of foot injuries due to falling or rolling objects or objects piercing the sole?	<input type="checkbox"/>	<input type="checkbox"/>
Personal Visibility	Are all personnel wearing high visibility (safety orange) vests when working on ground level at all debris sites?	<input type="checkbox"/>	<input type="checkbox"/>
Head Protection	Are all personnel wearing protective hardhats when working in areas where there is potential for injury to the head from falling objects?	<input type="checkbox"/>	<input type="checkbox"/>
Hearing Protection	Are all personnel wearing hearing protection when subjected to excessive noise and sound?	<input type="checkbox"/>	<input type="checkbox"/>
RESPIRATORY PROTECTION		Yes	No
Respirators	Are disposable particulate respirators (dust masks) available for use by all personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Personal safety & Health		Yes	No
Training	Does initial training include a thorough review of hazards and accidents associated with the job?	<input type="checkbox"/>	<input type="checkbox"/>
	Is adequate instruction in the use of personal protective equipment provided?	<input type="checkbox"/>	<input type="checkbox"/>
Sanitation & Hygiene Facilities	Are portable toilets provided if no facilities are immediately available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
First Aid	Is a first aid kit and bottled water available at the site?	<input type="checkbox"/>	<input type="checkbox"/>
Emergencies	Is the location and phone numbers of nearest hospital or doctor, and police available to all site personnel?	<input type="checkbox"/>	<input type="checkbox"/>
Severe Weather	Is an emergency notification plan in place to ensure severe weather information is communicated to tower personnel and that any emergencies originating at the site can be rapidly addressed?	<input type="checkbox"/>	<input type="checkbox"/>
	Is a mobile or fixed phone available on-site for use in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>
Ground Operations & Equipment Safety		Yes	No
Heavy Trucks And Machinery	Is a traffic control system for truck traffic established within the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Is there a traffic control system established for the safe entrance and exit to the debris site?	<input type="checkbox"/>	<input type="checkbox"/>
Chippers, Tub Grinders & Conveyors	Are manufacturer's operating and safety procedures being followed for the particular chipper/grinder machine on site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are all non-essential personnel observing a 300 ft. safety zone while machinery is in operation?	<input type="checkbox"/>	<input type="checkbox"/>
Air Curtain Incineration	Are fire safety precautions in place and adequate clearance established to prevent accidental fire spread?	<input type="checkbox"/>	<input type="checkbox"/>
	Are equipment operators checking for hazardous waste (i.e. batteries, PVC piping, solvents, pesticides, compressed gas cylinders, etc.) and munitions may not have been properly separated from "burnable" trash?	<input type="checkbox"/>	<input type="checkbox"/>
Fire Emergency Procedures	Is there a clear fire response plan for each debris site?	<input type="checkbox"/>	<input type="checkbox"/>
	Are and adequate number of fire extinguishers available and chosen for the type of fire most likely to occur in that area?	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	Are extension cords out of the traffic lanes where they can be abused by heavy traffic?	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT K

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT FORM

RIGHT OF ENTRY / HOLD HARMLESS AGREEMENT

DATE _____

PROPERTY ADDRESS / DESCRIPTION

NAME (OWNER'S OR OWNER'S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner or the owner's authorized agent of the above-described property. I grant freely and without coercion the right of access and entry on said property to Orange County, their agencies, representative, agents, contractors, and subcontractors for the purpose of removing and/or clearing that disaster-generated debris from the property and surrounding public property

HOLD HARMLESS: I understand that my agreement to allows access is not an obligation upon Orange County or any government to perform debris removal. I agree to hold harmless Orange County and any of their agencies, agents, representatives, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: I have been advised many homeowner's insurance policies have coverage to pay for removal of storm-generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse Orange County the cost of removing the storm- generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to Orange County. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to Orange County. I understand that all disaster-related funding, including that for debris removal from private property, is subject to audit.

SWORN & ATTESTED

WITNESSED:

All owners/agents must sign below.

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Name of Insurance Co. Policy No. _____

EXHIBIT L

FEDERAL CLAUSES

Required Contract Clauses-FEMA

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, currently set at \$50,000, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the Contractor must comply with all applicable laws, regulations, policy, and guidance. This includes among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-0010-2, Public Assistance Policy and Program Guide; and other FEMA Policy and Guidance.

The DHS Standard Terms and Conditions in effect as of the date of the declaration of the major disaster listed in the project award used to fund this agreement are incorporated by reference into this Agreement and flow down to all third party contractors and their subcontractors at every tier unless a particular award term or condition specifically indicates otherwise.

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

Required Contract Clauses-2 CFR 200, Appendix II

1. Remedies

Contractor must include terms to address administrative, contractual or legal remedies for violations or breach of contract and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

2. Termination for Cause and Convenience

Contractor understands that all contracts in excess of \$10,000, including subcontracts, 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.

3. Equal Employment Opportunity

This requirement applies to all contracts involving a “federally assisted construction contract”. A “federally assisted construction contract” is defined 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. (41 C.F.R. § 60-1.3)

“Construction work” is defined 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. (41 C.F.R. § 60-1.3)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which 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.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

(7) 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, 11065, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 11065, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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, 11065, 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 11065, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Davis-Bacon Act and Copeland “Anti-Kickback” Act

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act and the Copeland Anti-Kickback Act.

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, **it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.** In situations where the Davis-Bacon Act does not apply, the Copeland “Anti-Kickback” Act also does not apply.

For all prime construction contracts (which includes alteration or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds) in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (210 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractors are 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. Contractors’ are required to pay wages not less than once a week. In addition, the Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

If applicable per the standard described above, the Contractor must include the provisions at 210 C.F.R. § 5.5(a)(1)-(11) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

5. Contract Work Hours and Safety Standards Act

This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

If applicable per the standard described above, the Contractor must include the provisions at 210 C.F.R. § 5.5(b)(1)-(5) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor for these contract clauses.

6. Rights to Inventions Made Under a Contract or Agreement

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

Contractor 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.

7. Clean Air Act and Federal Water Pollution Control Act

This requirement applies to all contracts over \$150,000,

a. Clean Air Act

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. The Contractor agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the 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.

b. 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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the 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.

8. Debarment and Suspension

This requirement applies to all contracts of \$25,000 or more.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.10105) or its affiliates (defined at 2 C.F.R. § 180.1005) are excluded (defined at 2 C.F.R. § 180.1040) or disqualified (defined at 2 C.F.R. § 180.1035).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined

that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

9. Byrd Anti-Lobbying Amendment

This requirement applies to all contracts of \$100,000 or more.

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 who in turn will forward the certification(s) to the awarding agency.

10. Procurement of Recovered Materials

This requirement applies to all contracts for goods or services for \$10,000 or more.

In the performance of this Agreement, 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 designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —

b. Prohibitions

(1) Section 8810(b) of the John S. McCain National Defense Authorization Act for Fiscal Year

20110, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

- (1) This clause does not prohibit contractors from providing —
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a

subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional FEMA Specific Contract Provisions

1. Access to Records

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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.

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.

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In addition, for contracts entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Contract Changes or Modifications

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

3. 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. The contractor shall include this provision in any subcontracts.

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by 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.

6. Program Fraud and False or Fraudulent Statements 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.

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

8. License and Delivery of Works Subject to Copyright and Data Rights

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.